

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00004
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Women's and Men's Health Services of Coastal Bend, Inc.** ("Grantee" or "Contractor"), having its principal office at 3536 Holly Road, Corpus Christi, TX 78414 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 5250 Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed \$673,043 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee

Women's and Men's Health Services of the Coastal Bend, Inc.
3536 Holly Road
Corpus Christi, TX 78415
Attention: Amanda Stukenberg
Email: astukenberg@wamhs.org
Phone: (361) 855-9107

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Women's and Men's Health Services of the Coastal Bend, Inc.
3536 Holly Road
Corpus Christi, Texas 78415
Attention: Amanda Stukenberg

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

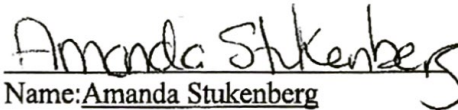


Name: Lesley French

Title: Associate Commissioner

Date of execution: 06/29/16

GRANTEE



Name: Amanda Stukenberg

Title: CEO

Date of execution: 6-18-16

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A - HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION

ATTACHMENT B - CONTRACTOR'S REVISED PROGRAM FORMS

ATTACHMENT C - CONTRACTOR'S REVISED BUDGET DOCUMENTS

ATTACHMENT D - CONTRACTOR'S OPEN ENROLLMENT APPLICATION

ATTACHMENT E - UNIFORM TERMS AND CONDITIONS

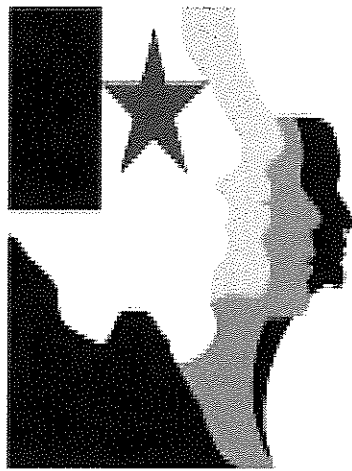
ATTACHMENT F - SPECIAL CONDITIONS

ATTACHMENT G - STATE ASSURANCES

ATTACHMENT H - FEDERAL ASSURANCES

ATTACHMENT I - DATA USE AGREEMENT

**Attachment A – Healthy Texas Women
Open Enrollment
Solicitation**



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

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2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPi

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

The remainder of this page is intentionally left blank.

PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures;</u> and • Information Security and Privacy Initial Inquiry (SPI) http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf 	<input type="checkbox"/>	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Applicant:

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
-----------------------	----

Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
--	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
 - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN**Program Component A
Program Administration and Management****Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component C
Professional Development**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component D
Recruitment**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component E LARC Usage

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # _____ of _____

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # _____ of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:		Suite :	
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name
of Applicant:** _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable
Procedure Codes**

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPSC S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPSC J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
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Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

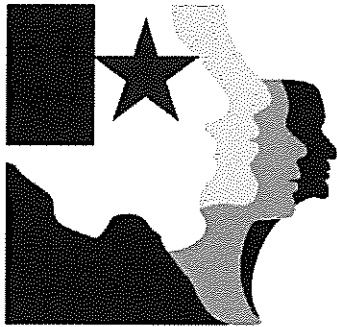
HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



TEXAS

Health and Human Services Commission

Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S.
Census Bureau's 2013 Small Area Health Insurance
Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

SECTION 1 EXECUTIVE SUMMARY

**Legal Business Name of
Respondent:**

Women's and Men's Health Services of the Coastal Bend, Inc.

Women's and Men's Health Services of the Coastal Bend (WAMHS), an independent 501(c)(3) nonprofit corporation, proposes to provide clinical family planning and women's health services to 5,250 unduplicated female clients eligible for the Healthy Texas Women Program during the 14 month contract period. The counties served by the project are in Region 11 in South Texas: Brooks, Duval, Hidalgo, Jim Wells, Kleberg, Nueces and San Patricio. The seven county area covers 7,569 square miles. Hidalgo and Nueces are the most populous counties, with Hidalgo ranking 8th and Nueces 14th among Texas' 254 counties, followed by San Patricio at 52nd, Jim Wells at 74th and Kleberg at 93rd. The remaining counties (Brooks and Duval) are rural. The total female population is approximately 665,000. The characteristics of the target population do not vary significantly across the seven counties. They are predominantly Hispanic (81%), low-income, with low educational attainment and high fertility rates compared to the state average. Over 90% are White, with Blacks and all other races making up the remaining 10%. The women are less likely to be married, and as single mothers face significantly higher child poverty rates than the average parent across Texas. Most will lack insurance or access to care except when they are pregnant and qualify for Medicaid.

WAMHS will provide Healthy Texas Women fee for service medical care to 5,250 clients at the agency's three clinic sites. Two clinics in Corpus Christi will serve clients primarily from Nueces and San Patricio counties in the northern portion of the area, and one in Kingsville will serve clients from Kleberg, Jim Wells, Duval, Brooks and Hidalgo counties. The clinics will be staffed by advanced nurse practitioners, supervised by a medical director and operating under written protocols and standing delegated orders. The protocols and clinic operating procedures will be based on nationally recognized standards including the U.S. Office of Population Affairs' Recommendations for Providing Quality Family Planning Services. The clinics will be open five days a week including evening hours. Clients can make appointments or walk in. Same day appointments are available, and all services are available during all clinic hours.

The scope of medical services provided on site at each clinic will include all medical services covered by HTW's fee for service program except certain lab tests, sterilizations, breast and cervical diagnostic services, and cervical dysplasia services. These will be provided by a referral network that will bill TMHP directly. Referral networks and agreements are in place to ensure continuity of care for HTW clients. Onsite HTW services will be preventive health, medical, counseling and educational services that assist low-income women to manage fertility and achieve optimal reproductive and general health, including physical exams, pelvic exams, contraceptive services, Pap tests, clinical breast exams, pregnancy testing and counseling, sexually transmitted infection services, immunizations, and screening and treatment for chronic conditions such as hypertension, diabetes, and high cholesterol.

Each clinic will have a Class D pharmacy on site and will stock all approved methods of contraception including three types of intrauterine devices (IUDs), the hormonal implant (Nexplanon), depo provera injections, vaginal hormonal ring (Nuvaring), contraceptive patch, seven formulations of oral contraceptives, contraceptive film and

foam, female and male condoms, and natural family planning instruction, along with medications billable by family planning CPT codes. HTW clients will receive twelve months' supply of their birth control methods. Over 960 clients will receive long acting reversible contraceptives (LARCs).

All lab work will be collected on site, and those tests permitted under each clinic's CLIA license will be run on site. Other samples will be picked up daily by courier and run by an offsite laboratory which will bill TMHP directly.

An aggressive recruitment/community outreach plan will reach 30,000 residents across the seven county area. All outreach will be conducted through collaborative partnerships with 80 different social service agencies, job training centers, colleges, civic and social groups, criminal justice and substance abuse programs, clubs, private businesses and housing projects. Strategies will include classroom presentations, health fairs, information tables, distribution of fliers, Facebook and Google promotion, billboard and bus bench ads. The community education/outreach activities will raise awareness of HTW's purpose and services, enhance community understanding of its objectives, disseminate basic women's health and family planning education including benefits of LARCs, enlist community support, and recruit clients.

The categorical funds requested in this application will enhance and support the HTW fee for service program to improve clients' overall health outcomes. The categorical activities will provide support services to recruit and assist 5,250 eligible women with enrollment in the HTW program; provide clinical care for women deemed presumptively eligible for the HTW fee for service program; ensure staff is trained in goals of the program including recruitment, enrollment, eligibility and billing, and service delivery; assure an effective QA/QI process is in place to improve quality of care; and implement a community outreach campaign to 30,000. Sixty-three percent (63%) of the categorical funds will go towards personnel to provide these support services (\$422,912). These personnel include a part time program director, two part time medical directors and a pharmacist to provide administrative and managerial support, one community educator to provide outreach education and recruit clients, three onsite eligibility and enrollment staff, and two part time finance persons to oversee eligibility and billing. The categorical budget is 30% of the total HTW budget; and fee for service comprises 70%.

Currently the agency receives DSHS Family Planning and Expanded Primary Health Care grants. In FY16 WAMHS will provide family planning and women's health services to 13,300 unduplicated clients, 11,760 females and 1,540 males. The 5,250 unduplicated clients that the new Healthy Texas Women program proposes to serve represent a 40% increase over the agency's current Women's Health Program clients.

WAMHS' current facilities, staff and management systems provide an excellent framework in which to implement the new HTW program. WAMHS meets the HTW eligibility requirements, WAMHS has staff experienced in providing women's health, family planning and the primary care services outlined in the HTW fee for service program. All its clinics are equipped and meet readiness specifications. Its enrollment, billing and eligibility staff are experienced with enrolling clients on site at the time of the visit to expedite services. Its financial persons have experience in categorical billing by voucher through the cost reimbursement process. WAMHS is ready to join HHSC and other Texas providers to make the new Healthy Texas Women's program a success.

As a current DSHS contractor, the agency already has developed the Medical, Administrative and Financial Policies necessary to implement this grant. The agency's infrastructure is in place for immediate implementation of the work plan including staffing, facilities, operational policies, contracts, equipment and partnerships. Both clinic and education outreach staff are fully trained in providing the scope of services outlined in the RFP and are already providing women's health services. Facilities meet federal and ADA requirements, are comfortable, provide privacy for clients, and suitable to achieve the goals of the work plan. IT systems are in place for clinic management, billing, lab and pharmacy reporting. Contracts for lab, and referrals offsite services such as sterilizations, radiology, breast and cervical cancer screening and dysplasia services are in place.

Management services provided by the Pharmacist will include supervision of the Class D pharmacy at each clinic site, including updating of formulary and pharmacy policies and protocols, training of clinicians and medical assistants on pharmacy issues, and QA/QI activities to ensure the clinics meet state laws and regulations. The support services provided by the Pharmacist ensure that women have access to all methods of contraception on site, that when possible a full year of contraceptives are dispensed at the time of the visit, and that medications are available on site.

The administrative services provided by Lead Nurse Practitioner under the HTW cost reimbursement strategy include both the direct care for women determined to be presumptively eligible, but also QA/QI and training activities at each clinic. The agency intends to provide full services to clients determined to be presumptively eligible. This will ensure that more women receive timely services to prevent pregnancy, spread of STDs, and increase early detection of other health problems. The participation of the nurse practitioner in QA/QM and staff training will ensure that all three clinics are implementing the same high quality of care, tracking the same outcomes, and addressing findings on a timely basis. While the QA/QM team will include staff from each site, having one clinician who visits each site regularly will improve communication and increase uniform implementation of agency policies and procedures.

d. N/A e. Organizational Chart & f. Job descriptions in Appendix pp 92-104

g. Budget Management for support services throughout contract term. WAMHS has designed a budget in which 63% of the HTW categorical funds requested are for personnel to provide support services, including 1 community educator who provides patient recruitment, 3 clinic eligibility & enrollment workers, 2 part time contract medical directors and pharmacist, 0.5 FTE program director, and 0.9 administrative financial staff. The categorical request is 30% of the total combined budget. By focusing the categorical budget on staffing support, the agency will ensure provision of support services throughout the contract term. Agency staff experienced in handling combined categorical and fee for service budgets will monitor and compare HTW income and expenses with year to date budgets each month. Program staff is aware of the need for close monitoring of both fee for service and categorical funds, and adjustments of cost allocation plans. The agency will make any adjustments necessary in staffing or expenditures to ensure support services to clients are provided throughout the contract term.

PROGRAM COMPONENT D-Recruitment

The agency will ensure outreach, in-reach and education to the priority population will be accomplished in every county of the proposed service areas identified in Form B by implementing a recruitment plan to reach 30,000 during the 14 month contract period: 12,000 adult women, 7,000 adolescent women, 7,000 adult men, and 4,000 adolescent males. The recruitment plan will be multifaceted, employ a variety of strategies, different media and personnel, and work through 80 community partners. Strategies will include 30 classroom presentations; 30 presentations in criminal justice or drug facilities; 8 presentations in the foster care system to teens, families and staff; participation in 25 community health fairs; providing 40 outreach activities sponsored at clubs, festivals, concerts or public venues; distributing fliers in 2 college papers twice a month for 10 months; distributing 350 fliers quarterly at 5 different sites in each of the seven counties; facebook promotion; website promotion; Google promotion; billboard and bus bench promotion. A recruitment/education database will track activities, including information on location of outreach presentation, presenter, community partner site who hosted presentation (school, agency), topic of presentation and number, age and gender of participants, and locations of flier distributions.

The agency has experience in patient recruitment strategies, having successfully implemented its male family planning program, the Texas Women's Health Program and Expanded Primary Health Services. The agency's model of patient recruitment and service delivery to increase male utilization of family planning services was recognized by the Office of Population Affairs as a model in 2009, and significant data was gathered on recruiting female patients. Lastly WAMHS opened its third clinic in a new county two years ago and it has been very successful in recruiting clients. The agency's goal is to increase HTW clients by 40% over current WHP enrollment through recruitment efforts.

Outreach

The Program Director and Education Director are responsible for recruitment activities. Other project staff assigned to recruitment will be one full-time community educator and one Outreach Director based in Kleberg County to address the southern portion of the seven county service area. The Outreach Director in Kingsville will serve the southern counties in the Rio Grande Valley, targeting Kleberg, Jim Wells, Duval, Brooks, and Hidalgo counties. Some areas of these counties are very rural and sparsely populated; others have urban centers at their southern border such as Hidalgo but are rural to the north. All lack access to care and community education is vital to raise awareness.

While these staff members are directly tasked with HTW outreach duties, all other agency staff participates in recruitment planning activities, including Board Members, staff funded by the HTW fee for service budget and personnel supported by other funding streams. The recruitment strategy is based on outreach workers going to where the target population lives, work and relax, working with and through community partners already serving the target groups. All agency personnel are asked to participate by identifying community partners who will expedite access to the priority populations. This participation includes the agency's Board of Directors who use their knowledge of community leaders

and networking contacts to facilitate community partnerships that will enhance client recruitment. Board Members are asked to identify contacts for assistance in recruiting clients and promoting HTW services in every county served by the project. In addition, all staff members from front desk receptionists to clinicians and finance persons, are asked to complete surveys on identifying community partners to help recruit patients in each county. The targeting of potential clients is not just county by county, but neighborhood by neighborhood.

The Education and Program Directors are responsible for collecting and analyzing all the suggestions and survey data, and following up in each county with potential community partners already serving the target population, such as schools, colleges, job training centers, social service agencies, public housing projects, criminal justice facilities, drug and alcohol programs, sports teams, clubs, medical facilities and hair salons. Groups which will receive special outreach contacts are job training programs and agencies assisting women in returning to the workplace such as Dress for Success. Their participants will value services which help them plan for and space pregnancies as they struggle to join the workforce. The purpose of working collaboratively with community partners is not just to reach the women they already serve, but also to make their programs and staff aware of the services that HTW offers. Memoranda of Understanding will be signed with groups that want to collaborate when appropriate.

A secondary outreach strategy will be to target all residents of the seven county area, not just women who fall within the eligibility guidelines. WAMHS' research has shown that outreach limited to just a targeted age group or gender is not as effective as strategies which also address the broader population. Often grandmothers, male friends or other persons not eligible themselves for the program are the ones who refer new clients.

The Education and Program Directors are responsible for selecting or developing outreach and education materials specific to each community, with messaging designed to be culturally appropriate and effective based on factors such as the race, ethnicity, social-economic status, religion, or other characteristic of the targeted group. In developing these messages the directors will work closely with community partners serving the various target populations. Outreach materials may include fliers, business cards, bus benches radio ads (in inexpensive media markets), billboards, Google and face book ads. The directors are responsible for monitoring and analyzing on a monthly basis feedback from the Google ads on search words, location of clients, etc. to determine what services clients are seeking in which counties.

The Education and Program Directors are responsible for training outreach presenters in specific strategies to reach the different communities served across the seven county area. The recruitment activities are fully integrated in the community education and outreach component outlined in Section M to follow and included on the community education calendar.

Inreach

WAMHS experience in recruiting clients has shown that inreach activities are the most effective strategies to recruit clients. Inreach activities are inexpensive, relatively easy to implement, and are most likely to result in increased client numbers. Inreach

strategies target current clients or the family and friends who accompany clients to the clinic. The strategy is to make all persons who walk through the clinic door aware that not only might they qualify for the new program, but they probably have friends and family members who might need these services also. Inreach activities will include marketing strategies such as signs or posters promoting HTW, but most importantly they will include a brief one-on-one personal message by all agency staff to make current clients aware of the new HTW program. Inreach will be provided to 5,250 HTW clinic clients.

Visual The Education and Program Directors are responsible for designing and selecting the posters, fliers and business cards to promote the new HTW services at each clinic. These materials will be posted throughout the clinic: in the reception areas, restrooms, intake rooms, counseling rooms, hallways and exam rooms. The message will target not just clients who might qualify for the program or are seeking HTW services, but those visiting the clinic for other purposes. In its research WAMHS learned that outreach limited to just the age group, gender or target population it wishes to recruit is not as effective as a broader strategy recognizing anyone may be a referral source.

One-on-one This visual messaging will be followed up by clinic staff, at various points in a clinic visit, describing the new HTW program to clients and suggesting they might know friends or family members who might benefit. Staff involved could be those making appointments, receptionists, intake counselors, laboratory staff, or clinicians. The Education and Program Directors are responsible for providing all agency staff in all clinics with an overview of the HTW project, including general eligibility rules for who can qualify, and the scope of care the program covers, and what messages are effective in recruiting new clients. The objective of this agency-wide education is to have all staff members aware of the new project, and to share in the efforts to successfully launch and integrate the new project into current clinic services. This recruitment strategy is separate from the more specific eligibility and enrollment activities provided by the HTW clinic support staff specifically assigned to HTW eligibility and enrollment.

The HTW eligibility and enrollment staff are responsible for assisting potentially eligible clients in completing and submitting applications to the HTW program, including submitting all necessary documentation. WAMHS has budgeted in its HTW categorical request for three eligibility and enrollment staff who will be responsible for covering all three clinics. In addition, all seven medical assistants funded by the HTW fee for service component will also provide eligibility and enrollment assistance at all three clinics. These staff will have additional duties within the clinic such as recruiting and assisting persons to become enrolled in HTW services, and making sure they understand the full scope of care the HTW program provides.

Assessment

Patient count: In order to assess whether outreach and inreach patient recruitment strategies are effective, the Program Director is responsible for gathering data at each clinic site on a quarterly basis to assess increases HTW clients. This data will be compared to goals set within each clinic for numbers of HTW served each year. Based on this data, the Program Director can reallocate resources or tweak strategies as needed to ensure all counties served are meeting their goals.

Applications: In addition to tracking increases in HTW client numbers (which will lag behind real time because of holding applications 45 days), the Program Director is responsible for tracking trends in number of HTW applications submitted at each clinic. The goal is 375 per month. An analysis of this information will indicate if there are problems such as getting clients to submit proper documentation, or whether a significant portion of new clients recruited to the clinic are not eligible for the HTW program. Based on this data the Program Director can provide training to staff on proper education of potential clients on documentation needed, or to eligibility staff on how to follow up with presumptively eligible clients to submit documentation. The information will also drive changes in outreach strategies if they are not producing potentially eligible HTW clients.

Client Surveys: The Program Director will be responsible for designing client services and getting staff at each clinic to distribute and collect client feedback on how they heard about services. For instance, during the past year staff was surprised to find that at its most rural clinic in Kingsville, more patients heard about services via the Internet and Google search than in more urban counties such as Nueces. Program Director will also be responsible for analyzing surveys, presenting the data to clinic staff and getting their feedback on how to improve recruitment and/or refine survey questions to elicit more information.

Staff Interviews: The Program Director is also responsible for interviewing agency staff to gather their feedback on where clients heard about the project and the types of services or needs which caused clients to seek medical care.

By analyzing data on outreach activities completed, HTW client numbers, HTW applications, client feedback surveys and staff interviews the Program and Education Directors with the help of all staff can make timely and effective changes to recruitment strategies to increase the success of the HTW program in all counties served.

FORM I: WORK PLAN

Program Component D Recruitment				
Goals: Recruitment strategies will produce # of clients per contract Form H (5,250)				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Develop county specific outreach plans to reach 30,000	1a Survey Board and Staff to identify community partners	1a # completed & analyzed surveys	1a Program Director	7/30/16
	1b Contact potential community partners	1b 80 community partners	1b Education Director	8/15/16 & ongoing
	1c. Select materials Train outreach presenters	1c Inventory of materials stocked	1c Education Director	8/15/16 & ongoing
	1d Conduct 130 activities	1d Activity log w/ # sessions, partner, # participants	1d Education Director	Ongoing
	1e distribute fliers	1e flier log	1e Education Program	
	1f Implement media/internet campaign	1f log of media releases; hits	1f Program Director	Ongoing
2. Implement inreach program	2a. Provide 2 staff trainings on inreach for HTW	2a. training logs	2a Program Director	7/30/16 and 2/17
	2b. Select inreach materials	2b. Inventory of materials		
	2c Complete 375 applications/mo	2c. # of pending HTW visits confirmed eligible	2b Education Director	7/30/16
3. Evaluate effectiveness of strategies	3a. Design, distribute & analyze "how did you hear about us" patient surveys twice/year	3a. analysis of surveys at each clinic twice annually & action plan	3a. Program Director	3a 11/16 and 3/17
	3b. Conduct staff interviews on where clients come from	3b. Completed staff interviews once annually	3b Program Director	3b 11/16
	3c. Monitor HTW client count by clinic by quarter	3c Clinic data reports on # HTW clients served by clinic	3c Program Director	3c Monthly & quarterly

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name of

Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Respondent **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Service education including the benefits of LARC;
- Enlist community support; and3,
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2 of the RFP.

The Community Education/Program Promotion Plan must:

1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.

WAMHS HTW program promotion/education/outreach plan for the contract period July 1, 2016 through August 31, 2017 is to reach 30,000 participants: 12,000 adult females, 7,000 adolescent females, 7,000 adult males and 4,000 adolescent males. While most presentations will target females ages 15 to 45, WAMHS believes that outreach to the community at large to promote HTW services will be more effective than limiting activities to the specific target population. The promotion plan will target each of the seven counties with strategies tailored for the priority population, and will be based on the needs assessment, community surveys, focus groups, and input from community partners in each county. All community promotion, education and outreach is provided through community partnerships at community partner locations off site from the clinics. The plan will identify 80 community partners who will collaborate on promoting HTW services to the clients they serve.

The plan sets priorities for disseminating information to raise awareness of the HTW program and how to apply, and raise awareness about access to services. In addition to information specific to the HTW program, it will include basic education on women's health and family planning services, and the benefits of LARCS. The outreach will be multifaceted and employ a variety of strategies: It will include presentations by community educators at community partner sites, outreach activities at clubs, festivals, concerts, and public venues like trade centers or malls, participation in community health fairs, distribution of fliers and posters, a billboard campaign, radio and billboard ads, web-based promotion such as face book and online advertising using Google. A total of 133 activities/presentations will be completed, plus monthly flier distribution at 35 sites across the seven county area. The promotion/education/outreach plan is integrated into the patient recruitment strategy in the work plan.

The Program Director and Education Director are responsible for developing the plan, and will survey board members, all staff members and community leaders to identify

strategies and community partners to help reach the target populations in different counties and in different communities within those counties. The Education and Program Directors are responsible for collecting and analyzing suggestions and survey data, and contacting potential community partners in each county, such as schools, colleges, job training centers, social service agencies, public housing projects, criminal justice facilities, drug and alcohol programs, sports teams, clubs, interest groups and hair salons. Once the partners have been identified, the Education Director is responsible for training outreach presenters in specific strategies tailored to the needs of the priority population at each community partner site. For instance, the kind of presentation provided to a Dress for Success group might differ from that provided on a college campus or at a club event. The Education Director is responsible for selecting culturally appropriate materials for the different groups.

By addressing the community at large, the project will enhance community understanding of the HTW program objectives including

- Raising awareness about HTW services in each community
- Raising awareness about HTW eligibility rules and how to apply
- Raising awareness about benefits of family planning and women's health services
- Raising awareness about the benefits of preconception, interconception and early prenatal care
- Raising awareness about addressing chronic health concerns such as diabetes, obesity and hypertension
- Raising awareness about breast and cervical cancer screening programs
- Raising awareness about coercion, rape and interpersonal violence
- Raising awareness about links between substance abuse and other unhealthy behaviors and risk taking
- Raising awareness of STDs and HIV transmission and protections
- Raising awareness about teen pregnancy prevention
- Raising awareness of reproductive life planning and benefits of birth spacing
- Raising awareness of benefits of male involvement in pregnancy and disease prevention
- Increasing the proportion of pregnancies that are intended
- Increasing contraceptive and condom use
- Raising awareness of LARCs and benefits of choosing most effective contraceptives

Three full time outreach educators will provide the promotion/outreach services. By using a variety of staff with different backgrounds and skills, the outreach is effective with a range of different audiences and will be culturally competent. The plan will include the following strategies

- 1) 30 classroom presentations in school and agency settings
- 2) 30 presentations to persons in criminal justice or drug treatment facilities
- 3) 8 presentations to adolescents, families and staff in the foster care system
- 4) 25 community health fairs
- 5) 40 outreach activities sponsored at clubs, festivals, concerts or public venues

In addition to these face to face presentations or activities, the outreach will include

- 6) 250 Fliers in 2 college newspapers twice a month for 10 months
- 7) Distribution of 350 fliers per quarter x 14 mo at 5 sites in each county (x7)

- 8) Face book page promoting HTW services
- 9) Google ads for each clinic for HTW services
- 10) Monthly updating of website with HTW information (www.wamhs.org)
- 11) 1 billboard for 14 months promoting HTW services
- 12) 1 radio campaign for 3 months promoting HTW services
- 13) Bus bench campaign for 14 months promoting HTW services

2. Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.

All of WAMHS' community education/HTW Program Promotion will be provided through collaboration with other health care providers or social service agencies. Over 98% of programs are held at the community partner facilities for their staff and their participants. The 80 community partners with whom WAMHS will collaborate include seven independent school districts (Corpus Christi ISD, Sinton ISD, Kingsville ISD, Alice ISD, Robstown ISD, Gregory Portland ISD, Port Aransas ISD) two drop-out prevention programs, three local colleges, SERCO-Texas Work Source, vocational schools (South Texas Vocational Technical Institute, Brightwood College), probation departments, YWCA, Women's Shelters, Women's Leadership Groups, Medical Societies, Health Departments, local hospitals and health agencies such as the Coastal Bend Wellness Foundation. Specific community partners already identified include Texas A&M-Corpus Christi, Texas A&M-Kingsville, Del Mar College, Coastal Bend College, Council on Alcohol and Drug Abuse, Charlie's Place, Shoreline Treatment Facility, Gulf Coast Rehabilitation Services, Community Action Agencies in Kingsville and Alice, Kingsville Housing Authority, Naval Air Station Corpus Christi, Naval Air Station Kingsville, Al Amin Shrine, Brush Country Casa, Dress for Success, Ed Rachal Memorial Library, Family Counseling Services, Family Medical Center, Head Start, Kingsville Chamber of Commerce, Kleberg County Indigent and Welfare Office, and MHMR Alice Texas.

The outreach or marketing strategy for each of the community partner's site will be determined by the audience to be addressed, whether the partner is requesting a classroom presentation or participation in a health fair or other activity, and whether the purpose of the outreach is to simply inform the public about HTW or to educate participants about women's health and family planning. Media releases will feature scope of HTW services, who is eligible, and where persons can get assistance in applying for HTW and access care.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of
Respondent:**

Women's and Men's Health Services of the Coastal Bend, Inc.

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$673,043
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	5,250 for 14 month contract
--	--------------------------------

Attachment C – Contractor’s Revised Budget

General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- * Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.
- *

Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget templates at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

- * After you complete each budget category detail template, go to the Budget Summary.
- * Distribute the total amount in column 1 in each budget category manually among the various funding sources (columns 2 through 6).
- * Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- * Fill all budget forms out in **WHOLE DOLLARS**.

get

ATTACHMENT C**FORM F: BUDGET SUMMARY (REQUIRED)**

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$1,223,600	\$358,400	\$865,200
B. Fringe Benefits	\$220,248	\$64,512	\$155,736
C. Travel	\$7,220	\$7,220	
D. Equipment	\$0	\$0	\$0
E. Supplies	\$536,208	\$74,750	\$461,458
F. Contractual	\$23,100	\$23,100	
G. Other	\$249,700	\$137,394	\$112,306
H. Total Direct Costs	\$2,260,076	\$665,376	\$1,594,700
I. Indirect Costs	\$7,667	\$7,667	
J. Total (Sum of H and I)	\$2,267,743	\$673,043	\$1,594,700

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$1,223,600	\$1,223,600	Fringe Benefits	\$220,248	\$220,248
	Travel	\$7,220	\$7,220	Equipment	\$0	\$0
	Supplies	\$536,208	\$536,208	Contractual	\$23,100	\$23,100
	Other	\$249,700	\$249,700	Indirect Costs	\$7,667	\$7,667

TOTAL FOR:	Distribution Totals	\$2,267,743	Budget Total	\$2,267,743
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List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Community educators	Y	Outreach and patient recruitment	1	N	\$5,000.00	14	\$70,000
Program Director	N	Admin, supervise all program activities	0.5	N	\$11,000.00	14	\$77,000
Eligibility enrollment clinic support	Y	application and enrollment assistance	3	N	\$3,200.00	14	\$134,400
Finance Assistant	N	Train, monitor eligibility & billing	0.5	N	\$5,000.00	14	\$35,000
Finance Director	N	QA, staff training, presmp elig services	0.4	N	\$7,500.00	14	\$42,000
							\$0
							\$0
NP direct services FFS	N	Clinical care, QA, staff training	3	FNP	\$11,000.00	14	\$462,000
Medical Assistants-direct services FFS	N	Provide direct clinical care, lab, pharmacy, intake, exiting	9	N	\$3,200.00	14	\$403,200
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
					SalaryWage Total	\$1,223,600	

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA, workers comp, retirement, health insurance,

	Fringe Benefit Rate %	18.00%
	Fringe Benefits Total	\$220,248

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
2 HHSC conferences	Required by RFP		4/2	Mileage	\$1,200
				Airfare	
				Meals	\$500
				Lodging	\$1,000
				Other Costs	\$200
				Total	\$2,900
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$2,900

Revised 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Mileage reimbursement for education outreach and patient recruitment covering 7 county area	8000	\$0.540	\$4,320		\$4,320
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel **\$4,320****Other / Local Travel Costs:** **\$4,320****Conference / Workshop Travel Costs:** **\$2,900****Total Travel Costs:** **\$7,220**

Indicate Policy Used:

Respondent's Travel Policy ☐State of Texas Travel Policy ☒

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form**

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
outreach/education supplies	HTW categorical outreach and education materials	\$23,300
HIV testing kits	FFS - HIV testing for 4,000	\$50,000
consummable clinic supplies	FFS clinic supplies	\$60,000
contraceptives	FFS Class D pharmacy dispensed contraceptives	\$320,000
pharmaceuticals	FFS meds dispensed with CPT codes	\$27,000
consummable office supplies	Consummable supplies used in clinic services	\$55,908
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$536,208

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show cost. If a contract is not yet executed, show the anticipated date of execution. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)
Medical Director	Professional admn	supervise clinical services, QA		14	\$700.00
Pharmacist	Professional admin	supervise Class D pharmacies		14	\$300.00
Asst Medical Director	Professional admin	supervise primary services		14	\$650.00
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Total Amount Requested for CONTRACTUAL:

--

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TOTAL
\$9,800
\$4,200
\$9,100
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$23,100

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
rent for Dillon Lane & Kingsville per CAP	costs of operating 3 clinics	\$45,000
Utilities per cap	costs of operating 3 clinics	\$12,000
Telephone per cap	costs of operating 3 clinics	\$15,000
Insurance (liability, property, malp, emp bond, D&O) per cap	Admin required insurance coverage	\$20,500
licenses and permits	Pharmacy and CLIA licenses	\$600
subscriptions, QA materials, protocols dues	Medical Journals, web-based reference guides	\$800
printing, duplication, postge	Clinic forms, patient follow up	\$10,500
janitorial, maintenance, alarm	costs of operating 3 clinics	\$44,000
promotion/outreach	Community-based educational outreach promoting HTW	\$62,000
staff education	Staff training costs	\$5,000
Medical Billing vendor	Electronic billing costs for FFS claims	\$10,300
IT Consult: EMR, Data processing, IT, web development	General IT support, web development, EMR support	\$24,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$249,700

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Total amount of indirect costs allocable to the project:

Amount:

\$7,667

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:

BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

annual audit - based on cost allocation plan using relative expenses

SUPPLEMENTAL FORMS INSTRUCTIONS

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$0

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
SalaryWage Total							\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs:

\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Women's and Men's Health Services of the Coastal Bend, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractor name. If a contractor is not yet identified, describe the service to be contracted and show contractor name. If a contractor is not yet identified, describe the service to be contracted and show contractor name. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)

Total Amount Requested for CONTRACTUAL:

--

ntractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

	\$0
--	-----

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Women's and Men's Health Services of the Coastal Bend, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show cost. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

[illegible]

Total Amount Requested for CONTRACTUAL:

--

ntractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

	\$0
--	-----

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

Attachment D – Contractor's Original Application

**An Application to
Texas Health & Human Services
Commission**

For

**Healthy Texas Women
Categorical Funds**

**RFP No. 529-16-0094
Submittal deadline: 5/2/16**

Submitted by:

**Women's and Men's Health Services
of the Coastal Bend, Inc.**

**3536 Holly Road
Corpus Christi, Nueces County, Texas 78415
361 855-9107
Amanda Stukenberg, Program Director
astukenberg@wamhs.org**

To:

**HHSC Procurement & Contracting Services Division
Bid Room
ATTN: Mahsa Azadi, Procurement Project Manager
1100 West 49th Street, MC 2020
Service Building (Building S)
Austin, Texas 78756**

SECTION 1 EXECUTIVE SUMMARY

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Women's and Men's Health Services of the Coastal Bend (WAMHS), an independent 501(c)(3) nonprofit corporation, proposes to provide clinical family planning and women's health services to 5,250 unduplicated female clients eligible for the Healthy Texas Women Program during the 14 month contract period. The counties served by the project are in Region 11 in South Texas: Brooks, Duval, Hidalgo, Jim Wells, Kleberg, Nueces and San Patricio. The seven county area covers 7,569 square miles. Hidalgo and Nueces are the most populous counties, with Hidalgo ranking 8th and Nueces 14th among Texas' 254 counties, followed by San Patricio at 52nd, Jim Wells at 74th and Kleberg at 93rd. The remaining counties (Brooks and Duval) are rural. The total female population is approximately 665,000. The characteristics of the target population do not vary significantly across the seven counties. They are predominantly Hispanic (81%), low-income, with low educational attainment and high fertility rates compared to the state average. Over 90% are White, with Blacks and all other races making up the remaining 10%. The women are less likely to be married, and as single mothers face significantly higher child poverty rates than the average parent across Texas. Most will lack insurance or access to care except when they are pregnant and qualify for Medicaid.

WAMHS will provide Healthy Texas Women fee for service medical care to 5,250 clients at the agency's three clinic sites. Two clinics in Corpus Christi will serve clients primarily from Nueces and San Patricio counties in the northern portion of the area, and one in Kingsville will serve clients from Kleberg, Jim Wells, Duval, Brooks and Hidalgo counties. The clinics will be staffed by advanced nurse practitioners, supervised by a medical director and operating under written protocols and standing delegated orders. The protocols and clinic operating procedures will be based on nationally recognized standards including the U.S. Office of Population Affairs' Recommendations for Providing Quality Family Planning Services. The clinics will be open five days a week including evening hours. Clients can make appointments or walk in. Same day appointments are available, and all services are available during all clinic hours.

The scope of medical services provided on site at each clinic will include all medical services covered by HTW's fee for service program except certain lab tests, sterilizations, breast and cervical diagnostic services, and cervical dysplasia services. These will be provided by a referral network that will bill TMHP directly. Referral networks and agreements are in place to ensure continuity of care for HTW clients. Onsite HTW services will be preventive health, medical, counseling and educational services that assist low-income women to manage fertility and achieve optimal reproductive and general health, including physical exams, pelvic exams, contraceptive services, Pap tests, clinical breast exams, pregnancy testing and counseling, sexually transmitted infection services, immunizations, and screening and treatment for chronic conditions such as hypertension, diabetes, and high cholesterol.

Each clinic will have a Class D pharmacy on site and will stock all approved methods of contraception including three types of interuterine devices (IUDs), the hormonal implant (Nexplanon), depo provera injections, vaginal hormonal ring (Nuvaring), contraceptive patch, seven formulations of oral contraceptives, contraceptive film and foam, female and male condoms, and natural family planning instruction, along with medications billable by family planning CPT codes. HTW clients will receive twelve

months' supply of their birth control methods. Over 960 clients will receive long acting reversible contraceptives (LARCs).

All lab work will be collected on site, and those tests permitted under each clinic's CLIA license will be run on site. Other samples will be picked up daily by courier and run by an offsite laboratory which will bill TMHP directly.

An aggressive recruitment/community outreach plan will reach 42,000 residents across the seven county area. All outreach will be conducted through collaborative partnerships with 80 different social service agencies, job training centers, colleges, civic and social groups, criminal justice and substance abuse programs, clubs, private businesses and housing projects. Strategies will include classroom presentations, health fairs, information tables, distribution of fliers, Facebook and Google promotion, billboard and bus bench ads. The community education/outreach activities will raise awareness of HTW's purpose and services, enhance community understanding of its objectives, disseminate basic women's health and family planning education including benefits of LARCs, enlist community support, and recruit clients.

The categorical funds requested in this application will enhance and support the HTW fee for service program to improve clients' overall health outcomes. The categorical activities will provide support services to recruit and assist 5,250 eligible women with enrollment in the HTW program; provide clinical care for women deemed presumptively eligible for the HTW fee for service program; ensure staff is trained in goals of the program including recruitment, enrollment, eligibility and billing, and service delivery; assure an effective QA/QI process is in place to improve quality of care; and implement a community outreach campaign to 42,000. Ninety percent (74%) of the categorical funds will go towards personnel to provide these support services (\$754,936). These personnel include a part time program director, two part time medical directors and a pharmacist to provide administrative and managerial support, three community educators to provide outreach education and recruit clients, three onsite eligibility and enrollment staff, two part time finance persons to oversee eligibility and billing, 1 caseworker for counseling, referrals and follow ups, and a part time nurse practitioner to provide QA/QI activities and training. Of the remaining 26%, <1% covers mileage costs of community educators and for administrative staff to attend HHSC meetings, 10% covers supplies for community outreach, office supplies and supplies for clients with presumptive eligibility, and 15% for facility, training, promotion and indirect costs. The categorical budget is 39% of the total HTW budget; and fee for service comprises 61%.

Currently the agency receives DSHS Family Planning and Expanded Primary Health Care grants. In FY16 WAMHS will provide family planning and women's health services to 13,300 unduplicated clients, 11,760 females and 1,540 males. The 5,250 unduplicated clients that the new Healthy Texas Women program proposes to serve represent a 40% increase over the agency's current Women's Health Program clients.

WAMHS' current facilities, staff and management systems provide an excellent framework in which to implement the new HTW program. WAMHS meets the HTW eligibility requirements, WAMHS has staff experienced in providing women's health, family planning and the primary care services outlined in the HTW fee for service program. All its clinics are equipped and meet readiness specifications. Its enrollment, billing and eligibility staff are experienced with enrolling clients on site at the time of the visit to expedite services. Its financial persons have experience in categorical billing by voucher through the cost reimbursement process. WAMHS is ready to join HHSC and other Texas providers to make the new Healthy Texas Women's program a success.

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of

Respondent: Women's and Men's Health Services of the Coastal Bend, Inc.

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

	Description	Included	Page #
Section 1	Executive Summary	X	1-2
Section 2	Program Forms A-M1	X	
A	Proposal Table and Contents and Checklist	X	3-4
B	Texas Counties and Regions List Served by Project	X	5
C	Contact Person Information	X	6
D	Deleted – nothing to be submitted		
E	Deleted – nothing to be submitted		
F	Budget Summary and Details	X	7-16
G	Respondent Background	X	17-27
H	Funding Request and Performance Measures	X	28
I	Work Plan	X	29-49
J	Assessment Narrative	X	50-52
K	Healthy Texas Women Clinic Site Readiness	X	53-55
K-1	Healthy Texas Women Clinic Sites*	X	56-58
L	Staff Development Plan	X	59-61
L-1	Staff Development Training Calendar	X	62
M	Community Education/Program Promotion Plan	X	63-65
M-1	Community Education/Program Promotion Calendar	X	66-73
Appendix E	Healthy Texas Women Certification	X	74-85
Section 3	Value-added Benefits	X	86
Section 4	Assumptions	X	87

	Description	Included	Page #
Section 5	Appendices	X	
	Form G #3 Resumes	X	88-91
	Form I A #e Organizational Chart	X	92
	Form I Program Component A #f Job Descriptions	X	93-104
Section 6	HUB Subcontracting Plan	X	105-213
Section 7	Certifications & Other Required Forms		
1	Child Support Certification	X	214
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts		215-216
3	Required Certifications	X	217-218
4	Federal Lobbying Certification	X	219
5	Anti-Trust Certifications	X	220-221
6	Respondent Information and Disclosures	X	222-237
7	HUB Subcontracting Plan (HSP) (see section 6 above)	X	105-213
8	HHS Information Security and Privacy Initial Inquiry (SPI)	X	238-246
9	Solicitation Addendum #1	X	247
10	Solicitation Addendum #2	X	248
11	Solicitation Addendum #3	X	249
12	Form E Healthy Texas Women Program Contact Person	X	250

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input checked="" type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input checked="" type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input checked="" type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input checked="" type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input checked="" type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input checked="" type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input checked="" type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION**Legal Business Name of Respondent:**

Women's and Men's Health Services of the Coastal Bend, Inc.

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact		Executive Director	
Last Name:	Haas	Last Name:	Stukenberg
First Name:	Janice	First Name:	Amanda
Salutation:	Ms	Salutation:	Ms
Title:	CFO	Title:	CEO
Email:	jhaas@wamhs.org	Email:	astukenberg@wamhs.org
Phone:	361 855-9107	Phone:	361 855-9107

Financial Director		Medical Director	
Last Name:	Haas	Last Name:	Strain
First Name:	Janice	First Name:	Shawn
Salutation:	Ms	Salutation:	Dr.
Title:	CFO	Title:	Medical Director
Email:	jhaas@wamhs.org	Email:	astukenberg@wamhs.org
Phone:	361 855-9107	Phone:	361 855-9107

Primary Program Contact		Quality Assurance Contact	
Last Name:	Stukenberg	Last Name:	Stukenberg
First Name:	Amanda	First Name:	Amanda
Salutation:	Ms.	Salutation:	Ms.
Title:	CEO	Title:	CEO
Email:	astukenberg@wamhs.org	Email:	astukenberg@wamhs.org
Phone:	361 855-9107	Phone:	361 855-9107

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$1,485,400	\$620,200	\$865,200
B. Fringe Benefits	\$267,372	\$111,636	\$155,736
C. Travel	\$7,220	\$7,220	
D. Equipment	\$0	\$0	\$0
E. Supplies	\$566,208	\$104,750	\$461,458
F. Contractual	\$23,100	\$23,100	
G. Other	\$262,700	\$150,394	\$112,306
H. Total Direct Costs	\$2,612,000	\$1,017,300	\$1,594,700
I. Indirect Costs	\$8,500	\$8,500	
J. Total (Sum of H and I)	\$2,620,500	\$1,025,800	\$1,594,700

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$1,485,400	\$1,485,400	Fringe Benefits	\$267,372	\$267,372
	Travel	\$7,220	\$7,220	Equipment	\$0	\$0
	Supplies	\$566,208	\$566,208	Contractual	\$23,100	\$23,100
	Other	\$262,700	\$262,700	Indirect Costs	\$8,500	\$8,500

TOTAL FOR:	Distribution Totals	\$2,620,500	Budget Total	\$2,620,500
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List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Community educators	Y	Outreach and patient recruitment	3	N	\$5,000.00	14	\$210,000
Program Director	N	Admin, supervise all program activities	0.5	N	\$11,000.00	14	\$77,000
Eligibility enrollment clinic support	Y	application and enrollment assistance	3	N	\$3,200.00	14	\$134,400
Finance Assistant	N	Train, monitor eligibility & billing	0.5	N	\$5,000.00	14	\$35,000
Finance Director	N	QA, staff training, presmp elig services	0.4	N	\$7,500.00	14	\$42,000
NP	N	QA Staff training, presump elig serv	0.5	FNP	\$11,000.00	14	\$77,000
Case Manager	Y	Counseling, referrals, follow up	1	N	\$3,200.00	14	\$44,800
NP direct services FFS	N	Provide direct clinical care	3	FNP	\$11,000.00	14	\$462,000
Medical Assistants-direct services FFS	N	Provide direct clinical care, lab, pharmacy, intake, exiting	9	N	\$3,200.00	14	\$403,200
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0

SalaryWage Total

\$1,485,400

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA, workers comp, retirement, health insurance,

	Fringe Benefit Rate %	18.00%
	Fringe Benefits Total	\$267,372

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
2 HHSC conferences	Required by RFP		4/2	Mileage	\$1,200
				Airfare	
				Meals	\$500
				Lodging	\$1,000
				Other Costs	\$200
				Total	\$2,900
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$2,900

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Mileage reimbursement for education outreach and patient recruitment covering 7 county area	8000	\$0.540	\$4,320		\$4,320
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$4,320

Other / Local Travel Costs: \$4,320

Conference / Workshop Travel Costs: \$2,900

Total Travel Costs: \$7,220

Indicate Policy Used:

Respondent's Travel Policy ☐State of Texas Travel Policy ☒

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category**Detail Form**

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
outreach/education supplies	HTW categorical outreach and education materials	\$23,300
HIV testing kits	FFS - HIV testing for 4,000	\$56,000
consummable clinic supplies	FFS clinic supplies	\$60,000
contraceptives	FFS Class D pharmacy dispensed contraceptives	\$340,000
pharmaceuticals	FFS meds dispensed with CPT codes	\$27,000
consummable office supplies	Consummable supplies used in clinic services	\$59,908
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$566,208

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Women's and Men's Health Services of the Coastal Bend, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Medical Director	Professional admn	supervise clinical services, QA		14	\$700.00	\$9,800
Pharmacist	Professional admin	supervise Class D pharmacies		14	\$300.00	\$4,200
Asst Medical Director	Professional admin	supervise primary services		14	\$650.00	\$9,100
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$23,100

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
rent for Dillon Lane & Kingsville per CAP	costs of operating 3 clinics	\$45,000
Utilities per cap	costs of operating 3 clinics	\$12,000
Telephone per cap	costs of operating 3 clinics	\$15,000
Insurance (liability, property, malp, emp bond, D&O) per cap	Admin required insurance coverage	\$20,500
licenses and permits	Pharmacy and CLIA licenses	\$600
subscriptions, QA materials, protocols dues	Medical Journals, web-based reference guides	\$800
printing, duplication, postge	Clinic forms, patient follow up	\$10,500
janitorial, maintenance, alarm	costs of operating 3 clinics	\$44,000
promotion/outreach	Community-based educational outreach promoting HTW	\$75,000
staff education	Staff training costs	\$5,000
Medical Billing vendor	Electronic billing costs for FFS claims	\$10,300
IT Consult: EMR, Data processing, IT, web development	General IT support, web development, EMR support	\$24,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$262,700

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Total amount of indirect costs allocable to the project:

Amount:

\$8,500

Indirect costs are based on (mark the statement that is applicable):

_____ The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:

BASE:

_____ *Applies only to governmental entities.* The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

annual audit - based on cost allocation plan using relative expenses

FORM G: RESPONDENT BACKGROUND

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

1. Executive Summary Women's and Men's Health Services of the Coastal Bend (WAMHS) is an independent 501(c)(3) nonprofit operating in Corpus Christi since 1958. Its purpose is to provide preventive family planning and related preventive health services and community education to male and female residents of Nueces and surrounding rural counties, with a priority on increasing access to care for low-income and underserved populations. In FY16 WAMHS will provide DSHS Family Planning, Women's Health Care, and Expanded Primary Health Care clinical services to 13,300 unduplicated clients (11,760 females and 1,540 males) through three clinics: two clinics in Corpus Christi and one in Kingsville Texas. While the majority of patients reside in Nueces and Kleberg counties, the clinics play an important role in serving women in need from five surrounding underserved counties. Over 5% of the agency's Dillon Clinic patients live in San Patricio County. The Kingsville Clinic in Kleberg County exceeds the 5% ratio for clients from Brooks, Duval, Hidalgo and Jim Wells counties. In addition to clinical care, the agency also provides community outreach/education on women's health and family planning to 70,000 Coastal Bend residents of Aransas, Bee, Brooks, Duval, Hidalgo, Jim Wells, Kleberg, Nueces and San Patricio counties to raise awareness of access to care. The organization's vision is to be part of a community network of providers that works collaboratively to increase access to preventive and primary health services for underserved populations, to maximize utilization of resources, implement best practices, provide a continuum of care, and improve health outcomes in the Rio Grande Valley.

WAMHS' mission is to provide quality clinical family planning and preventive services in the Coastal Bend to low income persons and increase access to care. The agency's clinical services and protocols are based on CDC and US. Office of Population Affairs' Recommendations for Providing Quality Family Planning Services, and on other nationally recognized standards of care (American Congress of Obstetricians & Gynecologists ACOG). A rigorous QM program monitors all aspects and outcomes. Agency policies, systems and services are designed for safety, effectiveness, client-centered approach, timeliness, efficiency, accessibility, equity and value. Services are convenient, culturally appropriate, respectful, compassionate, affordable, and confidential. Clinic locations, hours and services are selected to meet the needs of the target population. WAMHS' recognizes the importance of partnerships with other community-based health and social service providers to coordinate all available resources. Its service delivery model is designed to reduce duplication of services. Its clinics serve as an entry point into the health care system for those needing further care.

The agency's volunteer Board of Directors meets ten times annually to set policy, review program goals and progress towards outcomes, and ensure the financial well-being of the agency. It is ultimately responsible for compliance with all laws and for the agency's responsibility in meeting contractual obligations. The Board participates in the annual planning process, and is responsible for monitoring organizational results and holding staff accountable for measurable goals. The Board approves an annual budget, reviews monthly financial statements and program reports, hires an independent financial auditor and approves the annual audit. The Board participates in the Quality Management process by reviewing QM reports. Board members are selected based on their interest and support of family planning and women's health services.

2. Organization's Structure, Management Systems and Lines of Authority.

WAMHS has two health clinics in Nueces County and one in Kleberg County that will provide family planning and expanded primary care to 13,300 unduplicated clients and outreach to 70,000 in FY16. There is 31 paid staff, plus two contract Medical Directors and a Pharmacist. The agency is governed by a Board of Directors (see #1 above) which sets policy and hires a CEO to implement the vision of the board. The CEO makes all administrative and programmatic decisions necessary to carry out the goals of the agency. The lines of authority extend from the Board to the CEO and directly to all program staff. The CEO is responsible for recruiting, hiring, and evaluating all agency personnel including the medical directors, clinicians, educators, clinic support, eligibility, billing, IT staff, finance staff, and all volunteers. The CEO will serve as the Program Director for Healthy Texas Women (HTW) and Family Planning projects. The CEO is actively involved in every phase of the program including developing work plans and budgets, signing contracts, managing human and financial resources, evaluating program progress and outcomes and monitoring Quality Management activities and results. This structure allows for quick approval of contracts, timely decision making and implementation of services, appropriate allocation of and monitoring of resources, flexibility to implement change, and timely and direct communication about the program's progress, successes and challenges. As Program Director the CEO can ensure that the HTW program is implemented in a timely and effective manner, that staff are hired and trained to provide clinical, eligibility, billing and support activities according to program specifications, that IT and financial systems are in place to gather data and track billing and financial reporting, and that resources are deployed per contract budgets to achieve contract goals.

The CEO is responsible for hiring the Medical Director, a qualified and experienced physician specializing in OB-GYN care, licensed in the State of Texas with appropriate training for the scope of care defined by the HTW program, who has final authority on all clinical services. The Medical Director develops, approves and signs the medical protocols and standing delegated orders; approves, proctors, supervises and evaluates advanced nurse practitioners and clinic support staff to provide clinical services; and actively leads QM activities. The Medical Director is available to staff to consult on client care. The Medical Director develops referral networks to ensure a continuum of care for WAMHS clients across the seven county service area. The medical staff, including nurse practitioners, medical assistants, and clerical support staff including volunteers are directly responsible to the Medical Director for all clinical services. The Medical Director, CEO and Lead Nurse Practitioner serve as the management team. An internal medicine physician is available to clinic staff as an Assistant Medical Director for primary care services. By employing both an OB-GYN specialist and also an Internal Medicine physician as medical directors who collaborate on protocols and Standing Delegated Orders (SDOs), the agency ensures that all areas of care in the new Healthy Texas Women program are appropriately supervised. A part-time pharmacist is responsible for the Class D pharmacies at all three clinic sites.

All clinical services are provided on site except sterilizations, radiological services, breast and cervical cancer screening and treatment care (colposcopies, biopsies), and certain labs which are provided through subcontractors or referrals. Family Nurse Practitioners provide all on site clinical services based on protocols and standing delegated orders approved by the Medical Director. Each of the agency's family nurse practitioners has received special training in providing women's health services, and as

FNPs have training in primary care services as outlined in the HTW scope of work including provision of long-acting reversible contraceptives (LARCs).

The CEO directly oversees the Chief Financial Officer (CFO) and they work together to ensure timely and successful billing, financial monitoring and reporting. The CFO is responsible for training all support staff in eligibility and billing per each of the funding stream guidelines, and monitoring those activities through Quality Assurance audits. The CFO is also responsible for developing the monthly cost reimbursement vouchers submitted for payment. The CFO produces monthly financial reports by department to be reviewed by the CEO and the Board to ensure grant income and expenditures are on track. Because the CFO is actively involved in all phases of billing and financial reporting, trends, problems and discrepancies from anticipated income or expenses can be quickly identified. The agency's independent auditor, a local CPA in private practice, works closely with the CFO and CEO. An Assistant Finance Director works directly with the three clinic sites to ensure eligibility and billing activities are completed in a timely and successful manner.

The Education Director oversees community health educators and outreach recruitment. The educators also work as support staff in the clinics, where they are supervised by the clinical management team. The practice of having outreach health educators work in the clinic increases educators' understanding of clinic policies. This allows the education/outreach staff to more successfully recruit new patients. It also results in clinic staff hearing directly from outreach workers what people in the community report about the clinic's strengths and weaknesses, and is valuable in assuring clinic policies meet the needs of the target population. By cross training all staff and integrating job duties, the agency achieves maximum efficiency and effectiveness. The dual use of employees both inside and outside of the clinic is possible because lines of authority are clear, and management systems communicate to clarify issues as they arise.

This streamlined organizational structure is cost effective, minimizes overhead, and results in clear communication, high accountability, timely decision making and successful programmatic outcomes. The management systems are adequate for the size and scope of the organization, which is focused exclusively on the goals and objectives of the new Healthy Texas Women and Family Planning programs. This is evidenced by the agency's success in implementing DSHS grants for the past 20 years: a Title V grant, DSHS Family Planning grants, DSHS Title X and XX grants, DSHS male involvement and HIV grants, Expanded Primary Health Care, and the Texas Women's Health Medicaid program. In addition, WAMHS collaborated with DSHS on a federal research grant from the Office of Population Affairs, and its clinics were selected as a model for innovative and effective service delivery of Title X family planning health care.

The structure, management systems and lines of authority provide an excellent framework in which to implement the new HTW program. All core and related health services will be provided on-site except for sterilizations, radiology, breast and cervical diagnostic services, and certain labs which are run off site by referral.

3. **Resumes/curriculum vitae** for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director. (Included in Sec 5 – Appendices pp 88-91)

4. Describe respondent's experience, knowledge, and expertise in providing Women's Health Services and Family Planning Services.

WAMHS has fifty-eight years of experience in successfully providing Women's Health and Family Planning Services. The agency's primary purpose is to provide women's health care and family planning clinical services, and all resources are focused on delivering the scope of care described in this RFP. WAMHS has the facilities and physical infrastructure, clinical infrastructure and experienced clinical staff in place to provide HTW services. The agency has developed clinical protocols, subcontracts, and referral networks to implement the project. Computer systems necessary to generate required billing and data collection are in place. Administrative and financial staff are experienced in handling women's health services. The agency has a history of financial stability and successful delivery of DSHS family planning and women's health services. WAMHS current clinic operations at three sites are an excellent platform to implement the Healthy Texas Women's program and improve health outcomes in South Texas. The agency's facilities are accessible to low-income populations, located along major bus routes, are ADA compliant, and have sufficient capacity to accommodate the growing HTW client population. Clinic hours include evening appointments, walk-ins and same day access. Clinic policies and procedures are streamlined to be client centered, culturally competent, and bilingual (Spanish). Over 50% of the staff is bilingual and trained in identifying and providing services to those with limited English proficiency. All staff is trained to recognize and assist clients struggling with literacy issues. Staff is trained in recognizing, reporting and documenting coercion, abuse and human trafficking. Exam rooms are well equipped for women's health and family planning services, and confidential counseling rooms are available for patient education and counseling. There are Class D pharmacies on site at every clinic and CLIA certifications are in place. The pharmacies have experience stocking and dispensing all methods of birth control, including LARCs. The Class D pharmacies have requested the Texas State Board of Pharmacy for an expanded formulary to stock medications for the other health services (diabetes, hypertension, high cholesterol) outlined in the proposal. The agency's nurse practitioner clinicians are licensed and have years of experience to provide the scope of care required. The clinics have completed their Medicaid re-enrollment applications and have NPI numbers in place to bill for services. Protocols and standing delegated orders are in place. Administrative and clinical staff is experienced in complying with DSHS/HHSC clinical, financial and Quality Management Guidelines. The agency meets the requirements of being an HTW provider and has signed the HTW certification. An experienced OB-GYN serves as Medical Director. Computer systems, including internet, email and IT support are in place. All core HTW services will be provided by agency staff on site, except for sterilizations, radiology, and certain breast and cervical cancer screening/treatment procedures. Referral networks and patient follow up procedures are in place to ensure a continuum of care for patients referred outside the clinic.

The CEO, who serves as Program Director, has twenty-three years of experience in successfully implementing women's health and family planning public health grants. These grants include a Title V teen pregnancy prevention outreach program, DSHS Title X and state family planning clinical grants, DSHS Title X HIV grants, DSHS Title X Male Research Grants, the Women's Health Program Medicaid services and the Expanded Primary Health Care grant. In 2003 the federal Office of Population Affairs recognized the agency's Dillon Clinic as the national model for delivery of family planning care to

men. Many of the service delivery policies that produce success in attracting male patients are equally successful for female patients.

The Program Director is actively involved in managing and supporting staff in every phase of clinic services: hiring, staffing, training, appointment scheduling, phone and reception challenges, clinic mapping, intake education and exiting, provision of birth control, lab services, providing results, referral and follow up and Quality Management. She has over twenty years of experience in developing budgets, setting realistic work plans, refining clinic procedures to maximize efficiency and ensuring patient satisfaction. By cross training staff and integrating services at all hours, the clinics increase unduplicated patient counts each year. All phases of service delivery are integrated, including eligibility, intake interview, physical exam, lab services and pharmacy, to expedite clients' visits and avoid making clients wait in each separate "department." Clients receive timely notice of any abnormalities by phone and mail, and clinicians and trained staff are available to answer client questions and concerns.

The Program Director has experience in training eligibility and billing staff per the guidelines of new funding streams such as the Women's Health Program (WHP) or Expanded Primary Health Care. Staff has experience in integrating multiple funding streams into clinic settings. The agency's success in helping women complete the WHP eligibility application and providing services to those presumptively eligible resulted in its providing care to over 2,800 WHP patients in FY15. Most clients were not enrolled in WHP when they first presented at the clinic. WAMHS staff screened and assisted clients in completing and submitting their WHP applications on site at the time of their visits and provided services based on presumptive eligibility. In the first seven months of FY16 the clinics are on track to enroll and serve over 3,200 WHP patients this year. Clients bringing documentation showing they are presumptively eligible for programs receive all services at the time of their visit including provision of birth control method. Agency staff are prepared to implement the new Healthy Texas Women's program on July 1, and have set a goal of increasing HTW clients to 4,500 annually (5,250 over 14 month contract period). This goal will be actualized by aggressive recruitment and assistance in enrollment.

The Medical Director has twenty-two years of experience as a licensed OB-GYN in the state of Texas. She directs all clinical services and helps the program develop critical collaborative partnerships with other medical providers. The Medical Director has experience leading the Quality Management team, updating protocols and practices to remain current with nationally recognized standards. For example the Medical Director and Lead Clinician reviewed all policies and procedures to conform to the Quality Family Planning Services Recommendations published in 2014 by the Centers for Disease Control (CDC) and Office of Population Affairs. The updated policies and procedures detail the components of quality women's health services including how to provide effective contraceptive services, pregnancy testing and counseling, helping clients achieve pregnancy, basic infertility services, preconception health services, and sexually transmitted disease services. The protocols integrate CDC and US Preventive Services Task Force (USPSTF) recommendations on STD, preconception and related preventive health services. The protocols provide detail on working with clients interactively to select the most effective and appropriate contraceptive methods, including educating clients about method effectiveness, correct use of method, noncontraceptive benefits, side effects, and consideration of social-behavioral factors in method choice. The Medical Director's experience both in private practice and as supervisor of clinical care

at WAMHS has resulted in the agency receiving excellent DSHS QA audit reports for the last ten years. The Medical Director's connections in the local health care community have helped develop a comprehensive network of providers who refer to the clinics, and accept clinic referrals, ensuring a continuum of care.

The Chief Finance Officer is an accountant with twenty-two years of experience with the agency. She is knowledgeable about eligibility and billing issues for women's health funding streams, with HHSC fiscal rules and regulations, and with both fee for service and cost reimbursement voucher billing. She has handled cost reimbursement billing with multiple funding streams within a clinic, such as the integration of the Expanded Primary Health Care program with DSHS family planning funds. The Assistant Finance person has experience with TMHP fee for service billing, with appealing claims, with eligibility guidelines, and with allocating costs across multiple funding streams.

The Lead Clinician, a Family Nurse Practitioner, has provided women's health and family planning services for the agency since 2009. She is experienced in working with the target population, speaks fluent Spanish, has worked closely with the Medical Director in developing and updating family planning clinical policies and procedures, and is dedicated to public health service. She has extensive training in all areas of women's health and family planning, and is a leader in Quality Assurance activities to ensure all providers are implementing updated procedures or protocols. She has led the agency-wide effort to increase the use of Long Acting Reversible Contraceptives, by training outreach educators and clinic support staff to recruit patients interested in LARCS and by training clinicians, observing and providing follow up TA as needed. All clinicians are trained in providing LARCs. Staff also is trained in preconception and interconception care, addressing chronic conditions and improving women's health before pregnancy. Currently all clinics have clinicians with experience providing annual physical exams, breast and cervical cancer screening, screening and diagnosis for chronic conditions such as hypertension, diabetes and hyperlipidemia, diagnosis and treatment of acute conditions such as UTI, family planning counseling and contraceptive services, opt-out HIV testing, STD testing and treatment, immunizations, provision of a wide range of contraceptives including three types of IUDs and Nexplanon the hormonal insert, and medications through on site Class D pharmacies.

The Education Director has an MA in Counseling, and has provided community education and outreach to the target population for sixteen years. The education department has established 80 community partners over the seven counties the program serves, including schools, colleges, workforce and job training organizations, social service agencies, criminal justice, drug and alcohol facilities, and other groups working with the target population. Educators are trained in recruiting patients who may qualify for WHP and HTW, and in explaining the benefits of LARCs.

The support staff consisting of extensively trained medical assistants, nutritionists and case workers, have demonstrated expertise in working with the target population, including eligibility and enrollment, client education and counseling, pharmacy dispensing, HIV testing, clinic flow, lab testing, clinician assistance, reception, phone, appointments, follow up and QA/QI activities. The staff has extensive knowledge of the target population's needs, the services to be provided, and the rules and regulations governing those services. Staff is trained in reporting requirements on child abuse, sexual abuse, and human trafficking. Staff is trained in the disaster plan for management of emergencies. All staff is CPR certified.

The agency's billing system is prepared to submit billing to TMHP for the fee for service component, and to track income and expenses for the cost reimbursement components of the grant. There is an organized and secure electronic client record system. Security for electronically stored data is ensured through firewalls, passwords and policies that protect confidential client information. Reports on medical data can be run daily on site for any data set. Data is used for program evaluation, including activities to compare numbers of unduplicated clients seen each month to monthly goals, analysis of visits to determine if the services clients are seeking meet program expectations, and tabulation of birth control methods dispensed to determine whether client education is resulting in increased LARC usage.

The agency has experience in implementing an effective QA/QI program to track outcomes, ensure that protocols and procedures are being followed and to gather feedback from clients on satisfaction with services. The agency's experience managing a federal family planning research grant from 2003-2008 provided extensive training on implementing new programs in family planning settings, gathering data to inform on quality of services and progress towards goals (such as designing effective feedback questionnaires), and the ability to use data gathered from QA activities to make timely changes that produce desired results. The agency has been successful in implementing new funding streams and services, such as the Texas Women's Health Program or Expanded Primary Health Care, because its QA/QI systems engage staff at all levels in identifying barriers and designing programmatic changes that work.

The agency's experience, knowledge and expertise in providing women's health and family planning services place it in an ideal position to implement the new Texas Women's Health Program. With funds to increase successful community outreach and patient recruitment, to add staff for eligibility assistance, to cover costs of direct clinical care for women deemed presumptively eligible and additional staff development for improved service delivery, the agency plans to provide care to 4,500 annually, or 5,250 unduplicated HTW clients from 7/1/16 through 8/31/17.

5. Describe respondent's experience in administering comprehensive health care

WAMHS has extensive experience administering comprehensive health care including prevention, screening, diagnostic, treatment services, and appropriate referrals. As an Expanded Primary Health Care Provider for 1,300 clients annually, the agency has in place the protocols, the policies and procedures, the trained staff, the equipment, the lab contracts, subcontracts and the referral networks to provide the full range of services described in the RFP scope of work. The agency already has implemented a preconception health initiative that addresses obesity, hypertension, diabetes, cholesterol, smoking and mental health. The agency's family nurse practitioners are trained to provide comprehensive health care, and an assistant Medical Director for primary care supervises and addresses the comprehensive care component of the program. The agency provides immunizations. The agency has established contracts and referrals for breast and cervical cancer screening and diagnostic services including radiological procedures and mammograms, breast and cervical biopsies and dysplasia services. Referral networks are in place for clients needing comprehensive care outside the scope of the HTW program.

WAMHS is the medical home for many clients who do not see any other provider. WAMHS services are designed to provide a thorough assessment of general health

status in addition to family planning and reproductive health. The medical history and physical assessment are comprehensive. In addition to reproductive information such as pregnancy, contraception, reproductive life plan, menstrual and STD/HIV history, the client history includes cardio-respiratory, gastrointestinal genitourinary, musculoskeletal, dermatology, neurological, psychological, endocrine, hematological and immune systems. A clinical visit includes review of risk for family history of osteoporosis, diabetes, heart disease, stroke, high cholesterol, cancer, blood clots and genetic problems. The risk assessment includes questions about allergies, immunization records, exposure to environmental or occupational toxins, vision and hearing problems, cancer risks and general health concerns such as problems sleeping, night sweats and hot flashes. The assessment includes discussions about lifestyle, nutrition and dietary habits, weight management, exercise, tobacco use, drug and alcohol use. The social history covers information on physical and sexual abuse, coercion, safety in the home, family support systems, violence and injury prevention. A review of mental health includes screening for depression and suicide risk behaviors.

WAMHS protocols are based on U.S. Preventive Services Task Force, ACOG, American Diabetes Association, and CDC guidelines, and include appropriate client education and counseling, physical assessment, lab screening, management and treatment guidelines based on history, age and gender. The physical exam includes genital, pelvic and a general physical assessment. Lab work is conveniently collected on site, saving the client a trip to an outside lab. On site WAMHS runs hematocrits, A1Cs, dip-stick urine, and bacteria smears. WAMHS contracts with an outside lab to run all other tests listed in the CPT codes covered by the HTW program. A courier picks up lab samples from each clinic daily and the lab provides electronic results in two days in most instances. Clinicians review all lab results, set up treatment plans, contact patients and counsel them on results and management plan, and refer as appropriate.

The agency's Class D pharmacies have applied to have an expanded formulary to stock medications for diabetes, hypertension and cholesterol. The agency recognizes that medications will be reimbursed through the Vendor Drug Program, but having a supply in stock allows patients to begin treatment early.

Because obesity and diabetes rates are so high in the local area, the program has a registered dietician on staff to provide nutritional counseling. Many pre-diabetic patients can benefit from assistance in diet and exercise. A preconception care initiative is in place (see value added benefits section 3) which includes not just medical screenings, treatment, but also provides case management follow up for high risk women intending to become pregnant within a year.

WAMHS protocols detail when a referral must be made for care beyond the scope of the services it provides onsite. For services within the scope of this contract, WAMHS will refer breast and cervical cancer screening and diagnostic services to local contractors who will provide mammograms and radiology services, breast or cervical biopsies or dysplasia services. WAMHS also has an extensive network of referral resources for other health issues outside the scope of this contract, with FQHCs and other providers who serve uninsured women. A follow-up system is in place to ensure clients access care as recommended and that medical records of that follow up care are received. Protocols outline a tracking system and time line for the number and methods of attempts to contact clients about access to referred care, and documentation of contacts and counseling. Clients are sent reminders on a scheduled basis, with tickler systems set up in the client's file. Staff receives training on referral and follow up duties

at orientation and at annual trainings. Quality Management audits confirm that the referral and follow up system is functioning to meet standards. The agency's referral and resource lists are reviewed and approved annually by the Medical Director.

WAMHS has agreements with Coastal Bend Women's Center, a local OB-GYN to provide sterilization services and to provide cervical biopsies and dysplasia services. The agency also refers to the Nueces County Health Department, Community Action Corps in Alice and Kingsville, South Texas Family Planning and Health Corp or other agencies which receive Breast and Cervical Cancer Screening funds. The agency refers to a First Friday program at a local hospital which provides free screening mammograms. Referral resources for primary care not provided on site include local FQHCs (Amistad, Community Action of Kingsville, Alice), Nueces and San Patricio County indigent care programs, the Nueces County Public Health Department, and two primary care clinics that provide services on a sliding scale. The referral list includes eleven private physician groups who accept referrals for women needing prenatal, OB or specialized gynecological care. There are referral resources for adoption and genetic screening and counseling. There are referral resources for persons needing ongoing counseling for mental health or domestic violence problems, including emergency hospitalization for clients in crisis.

WAMHS also has a strong referral network for assisting clients diagnosed with HIV/AIDS. The Nueces County Health Department and the Coastal Bend Wellness Foundation provide services under the Ryan White grant in the Corpus Christi area, and the Valley AIDS Council provides care in the counties to the south.

In addition to medical services, the agency has referral resources for other needs identified in the clinic, including drug and alcohol counseling, consumer and debt counseling, child support assistance, family counseling, gambling, immigration issues, job training, legal assistance, parenting, and victim's assistance.

WAMHS is acutely aware of the need to meet the health needs of its clients, to avoid duplication of services, and to collaborate effectively with other community-based providers to maximize resources and ensure access to care.

6. Subcontracting Background- Describe the following if respondent plans to have subcontract any of the proposed services: For this grant, the only services that will be subcontracted are professional physician services for two part time medical directors and a pharmacist who do not provide direct patient care, and services of a CPA for the independent audit. Medical services provided off site by other providers (physicians, labs, radiology groups) will be billed directly to TMHP by those providers, not subcontracted. WAMHS is assisting referral networks in understanding and completing the necessary certification requirements before July 1.

A. Experience subcontracting with other organizations/providers. For the past 25 years, the agency has subcontracted with physicians to provide professional services, including sterilizations and Medical Director positions. For the EPHC program the agency subcontracted with local OB-GYNS to provide breast and cervical biopsies and dysplasia services, and radiological procedures including mammograms. The agency has subcontracted with different outside laboratories for lab services.

- B. **Experience developing subcontracts and subcontract negotiations.** The agency has developed contracts for breast and cervical cancer screening services and for radiological services. The agency's legal counsel reviews all contracts, and the Medical Director assists in negotiations. The agency's experience in developing these contracts is expedited by both the Medical Directors' and the Board's networks within the local medical community. The agreements include necessary qualifications of providers, expectations of both parties, financial agreements, insurance coverage, billing and record keeping, reporting requirements and access to data.
- C. **Experience performing program monitoring of subcontractors,** including monitoring of professional and clinical services. The agency has performed program monitoring of subcontractors to ensure that medical and billing records were complete. All services were provided according to nationally accepted medical standards. Billing was submitted on a timely basis. Patients received timely access to subcontracted care and were not charged by the subcontractor for any services. The performance monitoring included monitoring of data collection procedures to ensure data was reported according to program needs. Chart reviews ensured that documentation was complete, procedures were provided per protocol, patient education and consent were complete, and follow up care was provided.
- D. **Experience providing technical assistance to subcontractors,** including budget development and management. Because the subcontracts involved the provision of specific medical procedures by physicians according to nationally recognized standards and DSHS guidelines, there has not been a need to provide technical assistance on provision of medical care. Because the contracts were for providing specific CPT coded services with reimbursement per unit of care provided, there has not been a need to provide technical assistance to subcontractors on budget development and management. The Program Director provided training to subcontractors on paperwork and billing documentation necessary to comply with DSHS program rules. For this contract,
- E. **Staff position(s) that will be responsible for monitoring** subcontractors and what qualifications will be required. The staff positions that will be responsible for monitoring subcontractors for this contract are the Medical Director, Lead Clinician and Program Director who is the CEO. The qualifications required are a knowledge of nationally accepted medical standards, knowledge of the deliverables of the contract, and experience in reviewing medical charting, QA systems, data collection and billing. The qualifications will include a physician licensed to practice in the State of Texas (Medical Director), an advanced nurse practitioner licensed to practice in the State of Texas (Lead Clinician) and a person familiar with the duties and requirements of the contract (Program Director).
- F. **Staff position(s) that are anticipated for monitoring**

professional and clinical subcontractors and the required qualifications for each position. Since the subcontracts will be only for professional and clinical services, the Medical Director, who is a physician licensed to practice in the State of Texas, and Lead Clinician, who is an advanced nurse practitioner licensed to practice in the State of Texas, will be monitors. The Program Director who is familiar with the contractual obligations will also participate.

- G. **Policies and procedures respondent has for monitoring subcontractors** that provide direct client services. The program will apply DSHS standards of compliance for monitoring subcontractors who provide direct client services. The monitoring policies and procedures will include a timeline for monitoring, data or documents that will be monitored, benchmarks or standards against which the data will be compared, and who is responsible. The data will review whether billing matches clinical record, proper documentation in the medical files, patient outcomes, and patient satisfaction surveys.
- H. **Staff position(s) that are anticipated for providing training and technical** assistance to subcontractors on data collection and submission, and data quality improvement. The staff positions that will provide training and technical assistance to subcontractors on data collection and submission and data quality improvement are the Lead Clinician and Program Director.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$1,025,800
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	5,250 for 14 month contract
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FORM I: WORK PLAN

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

PROGRAM COMPONENT A– Program Administration and Management.

a. Services WAMHS proposes to provide program administration and management services to support and enhance its HTW Fee for Service health care delivery to 4,500 unduplicated women annually or 5,250 during the 14 month contract period. The HTW services will be delivered through the agency's three clinics in South Texas covering a seven county area of 7,570 sq miles. All medical services covered by the HTW program will be provided on site except radiology, certain labs, breast and cervical diagnostic procedures, and sterilizations. These services will be referred to specialists.

The 4,500 unduplicated HTW clients per year represent a growth of 40% over the clinics' current WHP client base of 3,200 clients annually. Most of the growth will come in the Kingsville clinic drawing patients from Kleberg and southern counties. The 40% growth in HTW clients will be accomplished by 1) aggressive community education, outreach, HTW promotion and recruitment, 2) assistance for clients in the HTW application and enrollment process, and 3) effective program administration and management to oversee implementation, training, and QA/QI activities that will drive progress to contract goals. These essential support services will be provided by the agency's administrative staff, its community education and outreach staff, and its on-site eligibility and enrollment staff.

The scope of HTW services provided on site at each clinic will include pelvic exams, contraceptive services, Pap tests, clinical breast exams, pregnancy testing and counseling, preconception health screenings such as screening for obesity, hypertension, diabetes, cholesterol, smoking and mental health, and sexually transmitted infection services. The newly added services of screening and treatment for chronic conditions such as hypertension, diabetes, and high cholesterol, provision of medications, and immunizations will be provided on site at each clinic location. The new services, which will be provided off site by referral, are sterilizations, breast and cervical diagnostic services, and cervical dysplasia services.

Each clinic will have a Class D pharmacy on site which will be stocked with all approved methods of contraception including three types of interuterine devices (IUDs), hormonal implant (Nexplanon), depo provera injections, vaginal hormonal ring (Nuvaring), contraceptive patch, seven formulations of oral contraceptives, film, foam, female and male condoms, and natural family planning instruction. With an expanded formulary the clinics will provide medications for diabetes, hypertension, and cholesterol. All services will be available during all clinic hours. Clinics are open five days a week including evening hours two days a week. Clients can make appointments or walk-in. Same day appointments are available.

All lab work will be collected on site, and those tests permitted under each clinic's CLIA license (moderate complexity) will be run on site. All other samples will be picked up daily by a courier and run by Center for Disease Detection (CDD).

Eligibility screening will be completed on site by HTW support staff who will assist women in successfully completing and submitting the application to enroll. The program

has set a goal of submitting 375 HTW applications per month. The full range of HTW services will be provided at the time of the visit for those deemed presumptively eligible.

b. Priority Population to be served: The priority population to be served are women who are U.S. citizens or eligible immigrants between the ages of 15 to 44 with incomes below 200% of poverty in Nueces, San Patricio, Kleberg, Jim Wells, Duval, Brooks and Hidalgo counties. A majority of the population across the region is Hispanic (81%), ranging from 91% in Hidalgo County to 56% in San Patricio. Most are White (93%), with Blacks and other races accounting for less than 7%. The total area population is 1,328,475, with Hidalgo accounting for 818,553 and Nueces for 351,334 or 88%. Approximately 50% are female (665,000). Most of the priority population will be low income, with incomes below 100% of poverty. Most are low wage earners or are unemployed. Some are sporadically employed, or self employed mowing lawns, doing odd jobs or childcare on a cash basis. Many have transportation problems. Their lives are disorganized with temporary living arrangements and tenuous housing situations that result in frequent moves. If they have phones they are turned on and off during the month. They lack insurance or access to regular preventive care, and use the hospital emergency room as their regular health provider. Most will already be parents but few are married. There are high teen pregnancy and STD rates. It is usually an STD or pregnancy scare that brings them to the clinic. Most will have low educational attainment and poor health literacy. They suffer from lack of preventive care, poor nutrition, high rates of obesity and diabetes, and depression. There is high incidence of drug and alcohol use. The area also has clusters of birth defects (anencephaly), which may be due to poor nutrition, environmental causes or other factors. Family planning services in this target population will be critical. The population is also impacted by the downturn in oil prices which has negatively impacted families who lost good jobs in the oil services industry. While HTW applicants must be citizens or eligible immigrants, they will live in situations where some members of the household are not legal immigrants, causing suspicion about signing up for government programs. All of these factors reinforce the need for culturally sensitive, effective community outreach and continuous patient recruitment.

c. Organizational workforce, support systems The clinical program will be supervised by a contract Medical Director, an OB-Gyn licensed to practice in the State of Texas, assisted by an Internal Medicine physician. The Medical Director develops and updates clinical protocols to ensure best practices. The Medical Director recruits, trains, supervises and evaluates the performance of advanced nurse practitioners who provide direct patient care. The Medical Director helps monitor professional subcontractor's performances and develops referral networks. The Medical Director leads and actively participates in the QA/QI activities, including monthly meetings and chart audits. The Medical Director supervises laboratory services. The OB-GYN Medical Director ensures women's health and family planning services meet the highest standards of care, and the Internal Medicine Assistant Medical Director ensures that women needing comprehensive primary care on site or through referrals will receive appropriate care. The Medical Director's activities will result in provision of higher quality clinical services by competent

clinicians and subcontractors, as well as improve referral networks to ensure a continuum of care for patients needing referrals.

The three FTE advanced practice nurse practitioners (NPs) who provide direct care at the three clinics have experience in women's health and family planning services and related health services, having provided DSHS Family Planning and Expanded Primary Health Care services. The NPs provide services according to written protocols and standing delegated orders, supervised by the Medical Director. Clinic support staff at the three clinics is medical assistants trained in program rules and regulations, eligibility, application enrollment, billing, lab, pharmacy and direct patient care.

The Program Director will be responsible for implementation strategies; provision of human resource services to recruit, hire train, and evaluate staff for both the direct patient care and support services; development of administrative policies and procedures for the HTW program; monitoring of progress towards program goals, assurance that data collection and IT systems function effectively to gather necessary information to monitor progress and track outcomes; monitoring budgets including tracking income and expenses per cost allocation plans, participating in QA/QI activities, developing needs assessments to ensure health care professionals provide culturally competent, age appropriate services; scheduling staff trainings and professional development; supervising outreach, in-reach and community education efforts to recruit clients. The support activities will result in clients receiving care from staff who are experienced, well trained and evaluated regularly for their ability to provide high quality services. The development of strong administrative policies will ensure clients' rights are protected, that services are accessible, confidential, culturally appropriate, and meet state and federal guidelines. Clinic policies regarding clinic scheduling, cross-training, staffing, appointment hours, policies on walk-ins, and services for clients deemed presumptively eligible will result in more clients receiving timely, quality care. The Program Director will monitor progress towards program goals. This will include monthly analysis of the total number of patients served, types of services provided, types of contraceptives dispensed including LARCs, number of persons assisted with eligibility applications, number of persons receiving presumptive services, community outreach and patient recruitment activities, and feedback on how clients heard about the clinic. By monitoring progress of program implementation, the Program Director can ensure funds spent effectively to recruit the target population, help them qualify for HTW, and meet their health needs.

The CFO has twenty-four year's experience in her position and will be responsible for all financial reporting including cost reimbursement voucher billing. The CFO will ensure clinic support staff is trained to assist clients in completing eligibility applications, and that eligibility and billing are done correctly. The Finance Assistant will provide QA/QI activities, that will include regular audits of eligibility and billing activities. The Finance Assistant will gather data on percent of patients qualifying at each clinic and for which funding streams. By providing staff training and tracking outcomes, the Finance Assistant will assure that women receive correct information on the scope of care HTW provides, how to apply, hat applications are being submitted with proper documentation, and that the enrollment rate is as expected.

As a current DSHS contractor, the agency already has developed the Medical, Administrative and Financial Policies necessary to implement this grant. The agency's infrastructure is in place for immediate implementation of the work plan including staffing, facilities, operational policies, contracts, equipment and partnerships. Both clinic and education outreach staff are fully trained in providing the scope of services outlined in the RFP and are already providing women's health services. Facilities meet federal and ADA requirements, are comfortable, provide privacy for clients, and suitable to achieve the goals of the work plan. IT systems are in place for clinic management, billing, lab and pharmacy reporting. Contracts for lab, and referrals offsite services such as sterilizations, radiology, breast and cervical cancer screening and dysplasia services are in place.

Management services provided by the Pharmacist will include supervision of the Class D pharmacy at each clinic site, including updating of formulary and pharmacy policies and protocols, training of clinicians and medical assistants on pharmacy issues, and QA/QI activities to ensure the clinics meet state laws and regulations. The support services provided by the Pharmacist ensure that women have access to all methods of contraception on site, that when possible a full year of contraceptives are dispensed at the time of the visit, and that medications are available on site.

The administrative services provided by the .50 FTE Nurse Practitioner under the HTW cost reimbursement strategy include both the direct care for women determined to be presumptively eligible, but also QA/QI and training activities at each clinic. The agency intends to provide full services to clients determined to be presumptively eligible. This will ensure that more women receive timely services to prevent pregnancy, spread of STDs, and increase early detection of other health problems. The participation of the nurse practitioner in QA/QM and staff training will ensure that all three clinics are implementing the same high quality of care, tracking the same outcomes, and addressing findings on a timely basis. While the QA/QM team will include staff from each site, having one clinician who visits each site regularly will improve communication and increase uniform implementation of agency policies and procedures.

d. N/A e. Organizational Chart & f. Job descriptions in Appendix pp 92-104
g. Budget Management for support services throughout contract term.

WAMHS has designed a budget in which 64% of the HTW categorical funds requested are for personnel to provide support services, including 3 community educators who provide patient recruitment, 3 clinic eligibility & enrollment workers, medical directors and pharmacist, 0.5 FTE program director, 0.9 administrative financial staff, and a .50 FTE NP to provide direct care to presumptively eligible patients and QA/QI services. The categorical request is 39% of the total combined budget. By focusing the categorical budget on staffing support, the agency will ensure provision of support services throughout the contract term. Agency staff experienced in handling combined categorical and fee for service budgets will monitor and compare HTW income and expenses with year to date budgets each month. Program staff is aware of the need for close monitoring of both fee for service and categorical funds, and adjustments of cost allocation plans. The agency will make any adjustments necessary in staffing or expenditures to ensure support services to clients are provided throughout the contract term.

PROGRAM COMPONENT B - Quality Assurance/Quality Improvement

a. **QA/QI Management and Processes** WAMHS is committed to ensuring the highest standard of care in women's health and reproductive health services. It is the policy of WAMHS to maintain up to date written standards and guidelines for care delivery. The agency will employ qualified and proficient medical personnel who are committed to this high level of quality. The agency's physical plant, equipment and supplies are safe, appropriate and sufficient to meet service needs. The agency's outreach/education program is effective in recruiting patients. The QA/QI plan monitors and reviews all aspects of agency's operations to identify any gaps or deviations from standards. The QA/QI program is a participative process. It is an integral component of the organizational culture and serves to reinforce a client-focused, customer based perspective of services. The QA/QI is designed to instill in each employee an understanding of and concern for quality. The QA/QI Committee is charged with gathering data to monitor and evaluate all aspects of the organization, analyze it to identify gaps or deviations from standards, and develop strategies for improvement. The QA/QI program ensures that the agency evaluates all risk exposures at least annually, and applies the risk management process to reduce or eliminate each identified exposure. The QA/QI program ensures that measures are in place to protect the safety and security of clients, staff, visitors and volunteers while on agency property, and that the agency is in compliance with all DSHS, HHSC, CLIA, ADA, OSHA and other regulation. The plan monitors care to ensure that the services are based on best practices and nationally recognized standards; and that there are processes in place to ensure continuous quality improvement.

The QA/QI Committee is composed of the Medical Director, Lead Nurse Practitioner, CEO/Program Director, and other staff as appointed. It is chaired by the Medical Director, an OB-GYN licensed in the state of Texas. The Lead Nurse Practitioner is a family practice nurse practitioner, experienced in women's health services, licensed in the state of Texas. The Project Director has twenty years of experience in QA/QI activities and is familiar with HTW program goals and objectives. The committee meets quarterly, or more often as necessary. The Committee develops an annual QA/QI Plan that includes a budget and priorities, identifies monitoring activities, receives monitoring activity reports, and evaluates results to implement corrective actions or improvement activities. It reassesses outcomes to assure that corrective measures did in fact produce the desired results. The Committee reports to the Board of Directors twice a year on activities and results, or more often if significant deficiencies or problems are identified. The QA/QI Committee integrates QA activities with planning, staff education, training and budget.

The QA/QI plan is based on four core principles: focus on the client, focus on systems; focus on measurement and focus on teamwork. The plan examines processes and outcomes, determining what needs to be improved, analyzing the problem, recommending solutions and timeframes for implementation and testing and evaluating the solution strategies. The Committee ensures the agency maintains current written standards and guidelines for care delivery; employs qualified, trained and proficient personnel; and the physical plant, equipment and supplies are safe and appropriate. The

committee reviews adverse outcomes to determine if changes in policies or procedures could prevent future occurrences. Elements of quality include accessibility, timeliness and appropriateness of care, continuity of care through referral and follow up, safety of environment, agency employment and financial policies and practices.

b.1) The Medical Director participates actively in the QA/QI process, chairs the quarterly meetings, evaluates personnel and program outcomes, recommends corrective actions, and approves any changes to the agency's Medical Policies, protocols and Standing Delegated Orders. The Medical Director reviews any adverse patient outcomes and incident reports. The Medical Director is responsible for updating the Medical Policy and Procedure Manual annually or more often as needed, and for keeping the program informed of changes in standards of care or local community resources.

b.2) Activities used to identify trends of needed Improvement and the frequency of those activities. A variety of activities are used on a daily, monthly, quarterly and annual basis. Activities conducted at least once annually include

- review of the administrative policy and procedure manual for changes in DSHS or HHSC policies or program guidelines, changes in state or federal law, or changes in agency policies adopted by its Board of Directors.
- review of the medical policy and procedure manual to comply with updated nationally accepted standards of care such as CDC STD guidelines or ACOG guidelines, changes in DSHS or HHSC guidelines for provision of care.
- an annual QA/QI survey, staff survey, audits of personnel records for updated job descriptions, credentials, trainings, annual evaluations, licenses, CPR certifications, and proficiency testing;
- CLIA and pharmacy licensing and audit reports by licensing agencies; OSHA and HIPAA compliance audits;
- Audits of insurance coverage
- feedback from community partners.

Activities conducted twice a year include

- feedback from clinic client surveys distributed twice a year
- fire and emergency drill documentation
- audits of appointment log for no-show rates
- audits of how long it takes to get appointments
- time audits to measure clinic flow such as time in waiting area
- evaluation of outside lab and abnormal rates
- evaluation of referral sources and community resource list

Activities conducted quarterly include

- facility and medical equipment inspections
- infection control audits
- pharmacy operations audits done quarterly by the pharmacist
- audit of mandatory staff training logs done once quarterly
- contract monitoring reports.
- Eligibility and billing audits
- Medical chart audits by Medical Director

- Medical chart audits by the Program Director
- Patient Care audits by Nurse Practitioners
- Referral and Follow up audits by Nurse Practitioners
- Occurrence or adverse outcome audits
- Abnormal lab results audits
- Audits of new services within three months of implementation
- Results of personnel performance evaluations done after probationary period and then annually or more often if indicated
- Staff training recommendations or requests, based on performance evaluations and audit findings
- Review of patient feedback from suggestion boxes, complaints, letters, etc.

Activities conducted on a monthly basis include gathering and analyzing data of

- total unduplicated client numbers, client visits and services
- Pharmacy audits for types of birth control dispensed, including LARCs
- Financial reports for each funding stream by clinic comparing actual income and expenses to budget
- Education/outreach programs, numbers, locations, topics
- Google ads feedback on search words, numbers by county

Daily activities include

- Daily chart audits
- audits of child abuse screening documentation and reporting

The Committee meets quarterly and reviews the data from the current quarter, with special emphasis on occurrences and adverse outcomes, incident and grievance reports including action taken, reporting and follow up. The Committee also reviews follow up reports on previous corrective action plans. Other activities are discussion of upcoming clinical recommendations from nationally recognized standards of care, discussion of conflicts between different nationally recognized standards of care, discussion of community standards of care, availability of new contraceptives or changes in recommended protocols to be considered.

The QM Committee identifies performance and outcome measures by using nationally recognized standards of care and the agency's contract work plans as a basis for comparing or monitoring outcomes. For specific desired outcomes such as increased use of LARCs, the Committee reviews pharmacy dispensing reports or CPT codes for select services and compares them to previous periods. To identify trends in helping patients complete eligibility applications, the Committee reviews the number of applications completed at each clinic site each month. To monitor whether clients at each clinic are qualifying for HTW as opposed to FP or other sources of pay, the Program Director and the Finance Director monitor unduplicated clinic clients each month by source of pay. Education outreach and patient recruitment activities are monitored through an outreach database that tracks date of presentations, location or community partner, topics, presenter, and age and gender of the audience. This data base is compared quarterly with project goals for HTW client growth at each clinic. Clinics also

collect patient surveys specific to "how did you hear about us" twice a year to find out what outreach activities are effective in recruiting patients. This information is then analyzed to see where what recruitment strategies have proved successful with which communities in recruiting clients.

b.3) Activities to ensure correction and follow up In most instances results and data from audits, monitoring tools or studies have been shared with appropriate front line staff to gather their input on why a problem or outcome is occurring, and elicit their suggestions for improvement. This information is elicited from staff at all levels prior to the quarterly QA/QI meeting and presented to the QA/QI committee. In certain circumstances additional personnel might be asked to join the quarterly meeting to provide insight into the staff feedback. This information is taken into consideration when The QA/QI committee adopts a corrective action plan.

A problem identification/resolution worksheet is used to document a problem, the goals for resolution, the corrective action plan, the person responsible for implementing the plan, a time frame, and specific action steps. A date for follow up to evaluate results is included with a report on whether the problem is resolved.

Activities in a corrective action plan might include general staff training on a particular topic or procedure, revision of agency or clinic procedures, changes in paperwork or EMR documentation, individualized training, changes in job descriptions or delegation of responsibility to improve outcomes at specific sites. The plan could also include activities to better monitor identified problems, such as increased monitoring or surveillance audits, changes in electronic data collection for better monitoring, or changes in the chart review tool to include additional indicators.

The Program Manager and Lead Clinician are responsible for ensuring that the plan is implemented, that funds are available if necessary such as for training or changes in IT set up, and that staff are informed of the corrective action plan and recommended activities.

At each quarterly meeting the QA Committee reviews the progress of previous corrective action plans and data from re-audits to determine if the problem has been resolved or if further action is needed. If further action is needed the Committee makes recommendations for steps to be taken, time frame, persons responsible, and follow up date to assess whether the additional activities are producing the desired result.

b.4) Client satisfaction surveys are collected twice annually to elicit feedback on all areas of patient care, including hours of operation, ease of getting appointments, quality of reception and eligibility services, education, clinical lab and pharmacy services. Questions are designed to elicit whether clients felt services were culturally appropriate, respectful, compassionate, affordable, confidential, and convenient. Data from these surveys is used by the QA/QI Committee to change procedures and policies, recommended new services, recommended additional training, and develop plans for more client-centered care. Client feedback is also elicited through comment boxes located in each exam room, as well as in the reception areas. Staff is trained to document client verbal complaints, so that the QA/QI Committee can determine if they represent a valid concern that needs to be addressed.

b.5) Adverse Outcomes A checklist of adverse outcomes is part of clinical orientation, and the policy for reporting to the QA/QI Committee is part of the clinical standards. All clinical staff are trained on identifying adverse outcomes, and provided the forms and policies for reporting and handling adverse outcomes. The clinician on site is responsible for completing an Adverse Outcome report form as incidents arise and for notifying the Lead Clinician and Program Director. The Medical Director reviews all adverse outcome reports along with the Program Director, and the Committee reviews those reports on a quarterly basis. The adverse outcomes are analyzed to determine trends, whether appropriate situation management and patient communication guidelines were followed, whether follow up was appropriate and whether administrative policies were followed. The Committee develops a corrective action, and provides timely information to all staff.

b.6) Process to develop and monitor use of Protocols and SDOs. The process for developing protocols and SDOs is outlined in the Medical Policy and Procedure Manual. The Medical Director develops protocols and SDOs based on nationally recognized standards of care, produced by organizations including ACOG, WHO, CDC Recommendations for Quality Family Planning Services, or CDC STD Treatment Guidelines. The Medical Director reviews the protocols annually or more often if indicated, and amends them based on changes in standards of care. Subscriptions to services such as Up-To-Date provide timely resources on changes in recommendations. The Lead Clinician and Program Director also provide input from clinical trainings and project meetings that address protocols and SDOs. The Medical Director must approve and sign any changes to protocols and SDO's. All licensed staff must sign the protocols and SDOs annually, and all unlicensed staff also sign the protocols.

The use of protocols and SDOs is monitored through patient care audits and chart review audits to assure that all clinicians are providing care as outlined in the protocols and orders, and to identify situations where care deviated from protocol standards. The Lead Clinician is responsible for bringing these deviations to the attention of the clinician(s), to provide additional training or recommend additional training, and to include performance counseling documentation in the clinician's personnel record.

PROGRAM COMPONENT C-Professional Development

a. Delivery of services competently with sensitivity to diverse cultures: All health care professionals providing HTW services will receive opportunities for professional development to ensure they can provide the full scope of services under HTW. Formal staff training needs assessments are conducted through three activities. One assessment is individualized for each employee in conjunction with his/her annual performance evaluation, and is used to develop an individual development plan with a budget and identification of training opportunities to achieve those goals. The Program Director is responsible for ensuring the annual performance evaluation includes feedback on individual development plans and making sure those goals are achieved. The second activity is a project-wide survey using training needs assessments developed by Cardea, Bixby or other training centers. The assessment identifies training needs based on requirements for providing women's health and family planning services, trends and

changes in program focus, expansion of the agency's work objectives, and issues surrounding cultural competency. This activity also includes a review of changes to medical protocols or procedures, introduction of new procedures or products, and changes in nationally accepted standards of care. A third activity is to gather and analyze results of QA audits and other instruments to identify problems that can be addressed by staff training. The results of these three activities are incorporated into an annual Staff Development plan which includes a budget, timeline and sources of training. The Program Director, in consultation with the Medical Director and the QA/QI Committee, is responsible for coordinating staff development activities, including budgeting for training, scheduling, selecting trainers, evaluation of effectiveness of training, and updating the training calendar based on QA feedback from QA activities, personnel reviews, and changes in program guidelines or scope of care. The plan is modified on an ongoing basis throughout the year as unanticipated training needs are identified.

The staff development plan for the HTW program will be multifaceted. First, the Program Director will be responsible for training all agency staff in HTW goals, objectives, eligibility and application rules, and scope of care. The Medical Director is responsible for determining the training needs of the clinical staff based on the scope of care covered by HTW, including two trainings on LARCs. The Education Director is responsible for training outreach and community education staff on HTW program rules and guidelines to raise awareness of the program in the community and recruit clients. The Finance Director is responsible for training clinic support staff in eligibility and billing.

Because WAMHS clinics currently provide family planning and women's health services, including provision of LARCs and ephc services outlined in the HTW application, the training program will focus on continuous improvement of skills to improve client satisfaction, improve health outcomes, and increase use of effective methods of contraception. The University of California Bixby Institute and ACOG's LARC initiative web-based training materials will be used to improve marketing, patient education, client screening and selection skills to increase utilization of LARCs.

The QA/QI Committee will review monitoring feedback quarterly and use this information to modify the training plan as needed. For instance if eligibility and billing audits identify errors in completing the HTW application, or errors in billing correct sources of pay, then additional training will be added to correct these problems. The QA/QI Committee will review studies such as rates of LARC utilization at each site, or percent of clients who discontinue their method of birth control, to analyze trends and recommend additional training for staff in policies, procedures, patient education or messaging,

In addition to clinical skills training, the agency strives to ensure its services are culturally competent, meeting the needs of diverse client cultures. Culturally competent care means services are provided in a manner which recognizes and respects cultural differences based on race and ethnicity, sexual identity or orientation, age, religion, socio-economic backgrounds or other factors. The majority of the clinic staff is from the communities or neighborhoods served by the clinics. Over 60% speak Spanish. Interpreter services and language translation services are readily available so limited English proficiency clients are made to feel welcomed and their needs met. A special emphasis will be placed on offering training to staff on providing culturally competent care

to lesbian, gay, bisexual, and transgender clients. Staff also has opportunities to attend in person trainings in the local community or to attend HHSC trainings, or to participate in webinars or conference calls that address cultural competency. With funds provided outside this program, each clinician is offered the opportunity to attend one approved out of state conference a year to receive training in an area of care identified in their training needs assessments.

In addition to providing training the program tries to ensure that educational and clinic forms and materials are culturally appropriate, available in multiple languages, and meet the needs of diverse populations. The Education Director is responsible for selecting materials, and feedback from clients is gathered on whether the different forms and educational materials are considered effective and appropriate.

b. The Program Director, and Lead Clinician will attend HHSC required trainings. When possible other clinicians will attend in person or if there are limits on numbers of attendees per agency they will participate remotely.

PROGRAM COMPONENT D-Recruitment

The agency will ensure outreach, in-reach and education to the priority population will be accomplished in every county of the proposed service areas identified in Form B by implementing a recruitment plan to reach 42,000 during the 14 month contract period: 18,000 adult women, 10,000 adolescent women, 10,000 adult men, and 6,000 adolescent males. The recruitment plan will be multifaceted, employ a variety of strategies, different media and personnel, and work through 80 community partners. Strategies will include 45 classroom presentations; 45 presentations in criminal justice or drug facilities; 12 presentations in the foster care system to teens, families and staff; participation in 35 community health fairs; providing 60 outreach activities sponsored at clubs, festivals, concerts or public venues; distributing fliers in 2 college papers twice a month for 10 months; distributing 350 fliers monthly at 5 different sites in each of the seven counties; facebook promotion; website promotion; Google promotion; billboard and bus bench promotion. A recruitment/education database will track activities, including information on location of outreach presentation, presenter, community partner site who hosted presentation (school, agency), topic of presentation and number, age and gender of participants, and locations of flier distributions.

The agency has experience in patient recruitment strategies, having successfully implemented its male family planning program, the Texas Women's Health Program and Expanded Primary Health Services. The agency's model of patient recruitment and service delivery to increase male utilization of family planning services was recognized by the Office of Population Affairs as a model in 2009, and significant data was gathered on recruiting female patients. Lastly WAMHS opened its third clinic in a new county two years ago and it has been very successful in recruiting clients. The agency's goal is to increase HTW clients by 40% over current WHP enrollment through recruitment efforts.

Outreach

The Program Director and Education Director are responsible for recruitment activities. Other project staff assigned to recruitment will be one full-time community educator and one Outreach Director based in Kleberg County to address the southern

portion of the seven county service area. The Outreach Director in Kingsville will serve the southern counties in the Rio Grande Valley, targeting Kleberg, Jim Wells, Duval, Brooks, and Hidalgo counties. Some areas of these counties are very rural and sparsely populated; others have urban centers at their southern border such as Hidalgo but are rural to the north. All lack access to care and community education is vital to raise awareness.

While these staff members are directly tasked with HTW outreach duties, all other agency staff participates in recruitment planning activities, including Board Members, staff funded by the HTW fee for service budget and personnel supported by other funding streams. The recruitment strategy is based on outreach workers going to where the target population lives, work and relax, working with and through community partners already serving the target groups. All agency personnel are asked to participate by identifying community partners who will expedite access to the priority populations. This participation includes the agency's Board of Directors who use their knowledge of community leaders and networking contacts to facilitate community partnerships that will enhance client recruitment. Board Members are asked to identify contacts for assistance in recruiting clients and promoting HTW services in every county served by the project. In addition, all staff members from front desk receptionists to clinicians and finance persons, are asked to complete surveys on identifying community partners to help recruit patients in each county. The targeting of potential clients is not just county by county, but neighborhood by neighborhood.

The Education and Program Directors are responsible for collecting and analyzing all the suggestions and survey data, and following up in each county with potential community partners already serving the target population, such as schools, colleges, job training centers, social service agencies, public housing projects, criminal justice facilities, drug and alcohol programs, sports teams, clubs, medical facilities and hair salons. Groups which will receive special outreach contacts are job training programs and agencies assisting women in returning to the workplace such as Dress for Success. Their participants will value services which help them plan for and space pregnancies as they struggle to join the workforce. The purpose of working collaboratively with community partners is not just to reach the women they already serve, but also to make their programs and staff aware of the services that HTW offers. Memoranda of Understanding will be signed with groups that want to collaborate when appropriate.

A secondary outreach strategy will be to target all residents of the seven county area, not just women who fall within the eligibility guidelines. WAMHS' research has shown that outreach limited to just a targeted age group or gender is not as effective as strategies which also address the broader population. Often grandmothers, male friends or other persons not eligible themselves for the program are the ones who refer new clients.

The Education and Program Directors are responsible for selecting or developing outreach and education materials specific to each community, with messaging designed to be culturally appropriate and effective based on factors such as the race, ethnicity, social-economic status, religion, or other characteristic of the targeted group. In developing these messages the directors will work closely with community partners

serving the various target populations. Outreach materials may include fliers, business cards, bus benches radio ads (in inexpensive media markets), billboards, Google and face book ads. The directors are responsible for monitoring and analyzing on a monthly basis feedback from the Google ads on search words, location of clients, etc. to determine what services clients are seeking in which counties.

The Education and Program Directors are responsible for training outreach presenters in specific strategies to reach the different communities served across the seven county area. The recruitment activities are fully integrated in the community education and outreach component outlined in Section M to follow and included on the community education calendar.

Inreach

WAMHS experience in recruiting clients has shown that inreach activities are the most effective strategies to recruit clients. Inreach activities are inexpensive, relatively easy to implement, and are most likely to result in increased client numbers. Inreach strategies target current clients or the family and friends who accompany clients to the clinic. The strategy is to make all persons who walk through the clinic door aware that not only might they qualify for the new program, but they probably have friends and family members who might need these services also. Inreach activities will include marketing strategies such as signs or posters promoting HTW, but most importantly they will include a brief one-on-one personal message by all agency staff to make current clients aware of the new HTW program. Inreach will be provided to 5,250 HTW clinic clients.

Visual The Education and Program Directors are responsible for designing and selecting the posters, fliers and business cards to promote the new HTW services at each clinic. These materials will be posted throughout the clinic: in the reception areas, restrooms, intake rooms, counseling rooms, hallways and exam rooms. The message will target not just clients who might qualify for the program or are seeking HTW services, but those visiting the clinic for other purposes. In its research WAMHS learned that outreach limited to just the age group, gender or target population it wishes to recruit is not as effective as a broader strategy recognizing anyone may be a referral source.

One-on-one This visual messaging will be followed up by clinic staff, at various points in a clinic visit, describing the new HTW program to clients and suggesting they might know friends or family members who might benefit. Staff involved could be those making appointments, receptionists, intake counselors, laboratory staff, or clinicians. The Education and Program Directors are responsible for providing all agency staff in all clinics with an overview of the HTW project, including general eligibility rules for who can qualify, and the scope of care the program covers, and what messages are effective in recruiting new clients. The objective of this agency-wide education is to have all staff members aware of the new project, and to share in the efforts to successfully launch and integrate the new project into current clinic services. This recruitment strategy is separate from the more specific eligibility and enrollment activities provided by the HTW clinic support staff specifically assigned to HTW eligibility and enrollment.

The HTW eligibility and enrollment staff are responsible for assisting potentially eligible clients in completing and submitting applications to the HTW program, including submitting all necessary documentation. WAMHS has budgeted in its HTW categorical

request for three eligibility and enrollment staff who will be responsible for covering all three clinics. In addition, all seven medical assistants funded by the HTW fee for service component will also provide eligibility and enrollment assistance at all three clinics. These staff will have additional duties within the clinic such as recruiting and assisting persons to become enrolled in HTW services, and making sure they understand the full scope of care the HTW program provides.

Assessment

Patient count: In order to assess whether outreach and inreach patient recruitment strategies are effective, the Program Director is responsible for gathering data at each clinic site on a quarterly basis to assess increases HTW clients. This data will be compared to goals set within each clinic for numbers of HTW served each year. Based on this data, the Program Director can reallocate resources or tweak strategies as needed to ensure all counties served are meeting their goals.

Applications: In addition to tracking increases in HTW client numbers (which will lag behind real time because of holding applications 45 days), the Program Director is responsible for tracking trends in number of HTW applications submitted at each clinic. The goal is 375 per month. An analysis of this information will indicate if there are problems such as getting clients to submit proper documentation, or whether a significant portion of new clients recruited to the clinic are not eligible for the HTW program. Based on this data the Program Director can provide training to staff on proper education of potential clients on documentation needed, or to eligibility staff on how to follow up with presumptively eligible clients to submit documentation. The information will also drive changes in outreach strategies if they are not producing potentially eligible HTW clients.

Client Surveys: The Program Director will be responsible for designing client services and getting staff at each clinic to distribute and collect client feedback on how they heard about services. For instance, during the past year staff was surprised to find that at its most rural clinic in Kingsville, more patients heard about services via the Internet and Google search than in more urban counties such as Nueces. Program Director will also be responsible for analyzing surveys, presenting the data to clinic staff and getting their feedback on how to improve recruitment and/or refine survey questions to elicit more information.

Staff Interviews: The Program Director is also responsible for interviewing agency staff to gather their feedback on where clients heard about the project and the types of services or needs which caused clients to seek medical care.

By analyzing data on outreach activities completed, HTW client numbers, HTW applications, client feedback surveys and staff interviews the Program and Education Directors with the help of all staff can make timely and effective changes to recruitment strategies to increase the success of the HTW program in all counties served.

PROGRAM COMPONENT E-Long-Acting Reversible Contraception (LARC) Usage:

a. LARC Methods Provided All clinics will provide the following LARCs: copper IUD (Paragard), two hormonal IUDs (Mirena, Skyla), and the hormonal contraceptive implant (Nexplanon). A total of 950 clients (18% of the total client project goal) will receive

LARCs during the first 14 month contract period. LARCs will be stocked on site at each clinic's Class D pharmacy and will be readily available to all HTW eligible clients, even those who are presumptively eligible. Currently all three clinics requesting funds under this application provide all LARC methods. In the past twelve months WAMHS clinics have distributed 211 IUDs and 590 Nexplanon hormonal inserts to clients with FP, WHP and EPHC funds. With improved staff education, client education and raised awareness about LARCs, the project plans to increase the number of LARCs used by 25% during the second year of the project (an additional 362 LARCs). Policies and procedures at the clinics will be reviewed to increase utilization of LARCs by removing barriers to provision whenever possible. These changes include updating medical guidelines to remove medically unnecessary barriers or extra delays in providing LARCs based on the latest nationally recognized guidelines based on the CDC Medical Eligibility Criteria and ACOG LARC Use with Medical Conditions criteria. They also include removing non-medical barriers such as clinic scheduling and client flow policies and procedures which allow appropriate clients to receive LARCs without multiple visits to the clinic, ensuring on-site Class D pharmacies are stocked with necessary supplies, and ensuring all staff are trained and proficient in LARC usage at all times the clinics are open.

b. Client Education on LARC usage and efforts to increase utilization rates

In Clinic Activities to increase LARCs Clients are educated about LARCs through multiple strategies. These strategies will utilize materials and training from nationally recognized sources including the University of California San Francisco's Bixby Center's Beyond the Pill resources, and the American Congress of Obstetricians and Gynecologists (ACOG) Long-Acting Reversible Contraception Program. First, clients are informed about the availability of LARCs when they first call for appointments. Second, posters promoting LARCs which show pictures of the methods and testimonials from satisfied LARC users are posted in the reception area, counseling rooms, restrooms, and on the ceilings of examination rooms over the exam tables. Posters that demonstrate graphically the number of women who become pregnant on LARCs in order to visually show the effectiveness of LARCs over other methods are posted alongside the other LARC posters. Third, videos which educate clients about LARCs will play in every reception room, such as the Bixby Institute's video "Birth Control that Really Works." Fourth, clinic staff will provide one-on-one education on LARCs. Intake educators will be trained in providing information on LARC methods and the benefits of LARCs. Clinicians will be trained in effective messages to use with different patient populations to increase utilization of LARCs. This targeting of messages is culturally appropriate and sensitive to different nonmedical factors that often determine women's choices of contraceptive methods. Fifth, feedback will be gathered from clients on LARC education: once a year client surveys will be distributed for feedback on whether clients were given information about LARCs and at what point in the clinic visit, whether they understood the benefits of LARCs, and if they did not choose to use a LARC, why not. This information will be used to assess the effectiveness of strategies used to educate patients about LARCs and to provide further staff training or other changes to improve results. Sixth, WAMHS staff will follow up with new LARC users at one month after insertion to assess their satisfaction with their new methods and provide support as needed to reduce the number of clients

who discontinue LARC usage. Seventh, the Program Director is responsible for tracking the number of clients who discontinue LARC usage on an annual basis to identify trends or problems in patient education or patient selection.

Outreach Activities to increase LARCs All education and outreach workers will be trained in providing information to the public on the benefits of LARC methods, including different messaging that is effective within different groups based on age, race, ethnicity, religion, and socio-economic background. Outreach materials will provide information on the availability of LARCs for HTW clients at WAMHS clinics, and also include education on LARCs themselves. Outreach materials will be selected from nationally recognized sources such as the Bixby Center and ACOG's LARC program, and from LARC first. WAMHS is implementing its LARC Project of the Coastal Bend, a community outreach initiative to raise awareness about LARCs. The project is promoted through social media including a LARC facebook page, WAMHS website and on instagram. The LARC materials will be distributed at 35 health fairs and 60 events in the seven county area. Educators making 90 community education presentations will include messages on the benefits and efficacy of LARCs. Flier distribution each month at five sites in each of the seven counties covered by the program will include information that LARCs are available at each clinic site and also on LARCs in general.

c. Professional Development Opportunities All staff, including support staff who work at front desk reception, eligibility staff, medical assistants, clinicians and outreach educators will receive training twice a year on LARC utilization, education and practice guidelines. The professional development training will be presented through webinars provided by the Bixby Center and by ACOG. The Bixby Center provides education webinars specific to educator and health staff, and staff development training for clinicians. Clinician training includes introduction to different types of IUDs and the contraceptive implant, explanation of public health implications of increased use of highly effective contraceptives, how to use the CDC's Medical Eligibility Criteria for Contraception, how to address common misinformation, how to counsel patients on IUDs and implants, and how to integrate IUDs and implants into routine care. ACOG webinars on Demand cover topics such as providing immediate postpartum LARC, LARC challenges, Tips and Tricks for providers of Long-Acting Reversible Contraception, LARC Myths; Addressing Misconceptions about IUDs and Implants, Long-Acting Reversible Contraception for Adolescents, and LARC Best Practices: The Latest Recommendations from ACOG and the CDC. The Program Director, in conjunction with the Medical Director and lead clinician and feedback from the QA/QI committee, is responsible for selecting webinar topics and contents. In some instances different staff will view different webinars in order to personalize training based on individual needs. The online webinar trainings will be followed by the Program Director's presentation of data on LARC utilization by HTW clients at each of the three clinics, with a goal of eliciting feedback from staff on recommended changes in messages, activities, policies and procedures to meet program goals.

FORM I: WORK PLAN

Program Component A				
Program Administration and Management				
Goals: Management adopts policies/procedures that produce high quality services				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1 Provide clinical services to 5,250 HTW clients based on best practices	1a Implement HTW 7/1/16 1b Update WAMHS Medical Manual per Quality FP Guidelines	1a Unduplicated client count 5,250 1b Audit of Medical manual to compare to national standards	1a Implementation- Program Director 1b Medical Manual -Medical Director	1a 7/1/16 & ongoing 1b medical manual 7/30 & ongoing
2 Improve clinic policies to be "client friendly"	2. Update Admin policies re hours, appts, staffing, pt flow	2.Feedback surveys to 5% of clients twice annually show 95% satisfaction	Program Director	7/30/16 and then continuous improvement
3 Workforce is trained and competent	3. Hire staff, train, and set monitoring plan for staff	3. Staff training logs, personnel reviews, QA/QI results	Program Director	7/30/16 and then continuous improvement
4 Clients receive a continuum of care	4.Update referral lists, build referral network	4.Audit of Abnormal follow up & referrals quarterly	Lead Clinician Medical Director	Quarterly
5 .5,250 Women become qualified for HTW	5.Train eligibility support staff, submit 375 HTW applications /mo	5.Audits of training logs, eligibility & billing audits, # of women billed to HTW	Asst Finance Director	Quarterly
6. Class D pharmacies stock & dispense a full range of contraceptives & meds	6.Update formulary & pharmacy dispensing policies, stock pharmacies	6.Audit of formulary, Pharmacy usage, chart audits for meds, contraceptives dispensed	Pharmacist, Program Director	7/30/16 and then Quarterly
7. support services provided throughout the contract	7.Produce monthly financials, education logs, training logs, recruitment logs	7.Program monitoring thru financials & logs show support services achieve contract goals	Program Director	Monthly

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals:QA/QI activities effectively monitor quality and guide improvement				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1.Develop & implement annual QA/QI Work Plan	1a Conduct quarterly audits of 20 medical records per clinic	1a # of medical record audits completed with QA Committee analysis/review	QA/QI Committee – Medical Director, Lead NP, Program Dirctr	Plan By 7/30/16 and quarterly audits
	1b Conduct quarterly audit of facility & equipment at 3 clinics	1b # of facility audits completed with analysis	QA/QI Committee	Quarterly
	1c Implement recommendations	1c minutes of QA meeting with recommendations for improvement	QA/QI Committee	Quarterly
2.Improve patient follow up	2. Audit quarterly completion of follow up for abnormal Pap, abnormal lab, STI	2. Track % of patients with follow up completed	Lead Clinician	Quarterly
3.Monitor patient satisfaction	3.Conduct client satisfaction surveys twice annually	3. # and % of patients with high satisfaction; minutes of staff meetings to share feedback & gather staff feedback	Program Director	November May
4.Maintain updated protocols & SDOs and ensure compliance	4a Review latest QFP recs, Up-to-Date & recommend changes to protocols	4a QA/QI committee minutes on protocol changes	Medical Director Program Director Lead Clinician	Ongoing (quarterly)
	4b Provide staff training &	4b Staff training logs, audit of services with changes in protocol 3 mo after start	Lead Clinician	Ongoing

FORM I: WORK PLAN**Program Component C
Professional Development****Goals: Provide staff development so all HTW services are provided competently and with sensitivity to diverse client cultures**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Complete training needs assessments	1a survey staff 1b review scope of services in HTW 1c review changes to medical protocols or procedures 1d review client satisfaction feedback surveys for cultural competency	1a completed staff survey 1b completed survey of new areas of HTW that require training 1c QA/QI minutes of changes to medical protocols 1d QA/QI analysis of client feedback	1. Program Director Lead Clinician	7/30/16
2. Write staff development plan, budget and schedule trainings	2. Identify potential training opportunities and schedule: 1 cultural competency training. 2 LARC trainings, 1 HTW overview for all staff; 2 HTW eligibility screening & applic for all staff	2. Calendar of training completed; attendees	2. Program Director Lead Clinician CFO	7/30/16
3. Improve staff performance based on follow up evaluations	3. Provide 6 trainings specific to each clinic based on needs as shown in QA/QI or personnel evaluations	3. Logs of training meetings at each clinic	3. Lead Clinician, Program Director	Monthly
4. Attend 2 required HHSC trainings	4. schedule staff to attend	4. Training logs	4. Program Director	As scheduled

FORM I: WORK PLAN

Program Component D Recruitment

Goals: Recruitment strategies will produce # of clients per contract Form H (5,250)

Objectives	Activities	Measurement	Staff Responsible	Completion Date
1.Develop county specific outreach plans to reach 42,000	1a Survey Board and Staff to identify community partners	1a # completed & analyzed surveys	1aProgram Director	7/30/16
	1b Contact potential community partners	1b 80 community partners	1bEducation Director	8/15/16 & ongoing
	1c. Select materials Train outreach presenters	1c Inventory of materials stocked	1c Education Director	8/15/16 & ongoing
	1d Conduct 196 activities	1d Activity log w/ # sessions, partner, # participants	1d Education Director	Ongoing
	1e distribute fliers	1e flier log	1e Education Program	Ongoing
	1f Implement media/internet campaign	1f log of media releases; hits	1f Program Director	
2.Implement inreach program	2a. Provide 2 staff trainings on inreach for HTW	2a. training logs	2a Program Director	7/30/16 and 2/17
	2b. Select inreach materials	2b. Inventory of materials	2b Education Director	7/30/16
	2c Complete 375 applications/mo	2c. # of pending HTW visits confirmed eligible		
3.Evaluate effectiveness of strategies	3a.Design,distribute & analyze "how did you hear about us" patient surveys twice/year	3a. analysis of surveys at each clinic twice annually & action plan	3a.Program Director	3a 11/16 and 3/17
	3b. Conduct staff interviews on where clients come from	3b. Completed staff interviews once annually	3b Program Director	3b11/16
	3c. Monitor HTW client count by clinic by quarter	3c Clinic data reports on # HTW clients served by clinic	3c Program Director	3cMonthly & quarterly

FORM I: WORK PLAN

<p>Program Component E LARC Usage</p>				
<p>Goals: Increase LARC use through patient and staff education</p>				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Make all LARCs available	1. Purchase all LARCs for each pharmacy	Inventory count Logs & usage logs	1. Program Director & Pharmacist	7/15/16 & ongoing
2. Reduce barriers to LARC use	2. Conduct assessment on barriers to use	2. Update med & admin protocols based on Bixby & CDC guidelines	2a. Medical Director Lead Clinician	9/30/16 Review at 3/17
3. Educate 5,250 patients in the clinic on LARCs	3. Purchase posters, fliers, video materials	3. Facility audit for LARC promotion	3. Program Director	7/30/16 & ongoing
4. Educate staff	4. Schedule 2 Bixby & ACOG webinars for clinicians, educators & support staff on increasing LARC use	4a. # LARC Trainings 4b. pre-post tests on knowledge 4c. QA/QI audit results	4. Program Director 4b Lead Clinician 4c Lead Clinician	8/15/16 1/24/17
5. Increase LARC use by 20% by inserting 960	5. Increase by 20% at each clinic (additional 160 by 8/31/17)	5. Run CPT codes & pharmacy use data	5. Program Director	Monthly
6. Gather feedback from clients on LARC education & decisions	6. Include LARC feedback on client feedback surveys twice annually	6. Analysis of client feedback presented to QA/QI and staff	6. Program Director	1/17

FORM J: ASSESSMENT NARRATIVE**Legal Business Name of Respondent:**

Women's and Men's Health Services of the Coastal Bend, Inc.

Part A

Source of Assessment Data	Date of Each Assessment Source
Texas Health Facts Profiles by County (DSHS)	2013
Healthy Texas Babies Data Book (DSHS)	2015
2016 County Health Rankings, Texas (U. Wisconsin)	2016
Texas STD Surveillance Report 2014 Annual Report	2014

Part B

1. a. Geographic boundaries The communities that will be served cover seven South Texas counties in Public Health Region 11, stretching from Corpus Christi south to the Mexican border: Nueces, San Patricio, Jim Wells, Kleberg, Duval, Brooks, and Hidalgo counties. The total service area encompasses 7,569 square miles, and has a total population of 1,328,475. The two northern counties, Nueces and San Patricio, and the southernmost, Hidalgo, are designated urban counties, although all three have large rural areas outside urban centers. Jim Wells, Kleberg, Duval and Brooks are rural counties. (The project does not count clients we serve from Kenedy County because its population is so low: 420).

b. General Demographic data The counties' populations vary. The most populous county is Hidalgo which ranks 8th among Texas' 254 counties with 521 people per square mile, followed by Nueces which ranks 14th with 420 per square mile, San Patricio at 52nd with 95 per square mile, Jim Wells at 74th with 49 per square mile, Kleberg at 93rd with 36.8 per square mile, Duval at 158th with 6.5 per square mile and Brooks at 187th with 7.7 per square mile. Hidalgo's total population of 818,553 makes up 62% of the total population of the seven counties, followed by Nueces with 351,334 or 26% of the total population. The other five counties comprise a total of 158,588 persons or 12% of the target counties' population. Almost all counties are close to 50/50 male/female ratio. Three large urban areas dominate the counties: Corpus Christi metropolitan service area in the north and McAllen and Edinburg in the South.

A significant majority of general population across the seven county region is Hispanic (81%), ranging from a high of 90.9% in Hidalgo County to a low of 55.7% in San Patricio County. The Hispanic composition of the area is double the state rate of 39.1%. Whites comprise over 92% of the population, with less than 8% Black or other race.

The fast growth in area birth rates is demonstrated by the large percent of the population under age 14 in six of the seven counties. The most extreme variation is Hidalgo, where the percent of children <5 years and 5-14 years (9.5% and 18.6%) are significantly higher than the state averages (7.3% and 14.9%). Fertility rates range from 69.7% in Nueces County, 81.5% in San Patricio, 83.5% in Jim Wells, 72.9% in Kleberg, 78% in Duval, to 115% in Brooks and 88.2% in Hidalgo compared to Texas rate of 69.8%.

County	Area Sq.mi	Total Pop	% Hisp	% F/M
Nueces	835.8	351,334	62.2	51/49
San Patricio	691.7	65,714	55.7	50/50
Jim Wells	864.5	41,902	79.9	50/50
Kleberg	871.0	32,019	70.5	49/51
Duval	1,793	11,661	88.6	48/52
Brooks	943.3	7,292	91.3	50/50
Hidalgo	1,570	818,553	90.9	51/49
Total	7,569.3	1,328,475	81%*	50/50
Texas	261,797	26,448,193	39.1%	50/50

*calculated based on counties' populations rather than average of county rates

c. General socioeconomic data Generally the area is poorer, less educated and has higher unemployment rates than the rest of the state, as shown in per capita income statistics from 2013. This data does not reflect the latest effects of the oil bust which has seriously impacted the area in the last year. Per capita income in 2013 in Hidalgo was \$23,073 compared to the state average of \$42,638, followed by \$33,003 in Brooks, \$37,334 in Kleberg, \$40,347 in Duval, \$41,545 in San Patricio, \$42,151 in Nueces, and \$44,885 in Jim Wells (although this figure probably has dropped over the past year with drilling activity closing down). Primary employers are local governments, school and college systems, the health care industry, refineries, military installations, chemical plants, farms, and oil service industries. Many jobs are minimum wage lacking health benefits. Many in the area do not have legal status, are exploited, and suspicious of authority.

Child poverty rates are highest in Brooks County (46.7%), Hidalgo (44.5%), Duval (35.7%), Jim Wells (31.9%), Kleberg (29.9%); and Nueces (26.2%), with only San Patricio county (23.7%) below the state average of 25.0%.

In viewing birth data by county, a significant portion of births are to unmarried mothers: Nueces-55.6%, San Patricio-54.4%, Jim Wells-62.4%, Kleberg-51.8%, Duval-74.0%, Brooks-69.6%, Hidalgo-45.2% compared to the state rate of 42.4%. Teen births under age 18 account for between 4.2% up to 5.3%, compared to the state average of 3.2%. Access to prenatal care in the first trimester meets state averages in Nueces, Kleberg and Hidalgo Counties, but drops sharply in the more rural areas.

d. General community health status The 2016 County Health Rankings for Texas measuring health factors such as clinical care (access to care, quality of care) and health behaviors (tobacco use, diet & exercise, alcohol and drug use, sexual activity) show out of the 245 counties, Brooks ranked 238, Hidalgo 234, Kleberg, 211, Jim Wells 200, Duval 190, Nueces 147, and San Patricio 120. Deaths from cancer, nephritis, diabetes, Alzheimers and chronic liver disease exceed state rates. Chronic liver disease and cirrhosis, obesity and diabetes are higher than state averages, and rates of adults in treatment for alcohol and drug use is three times higher than the state rate. STD rates are much higher than state average: the state average for Chlamydia is 475/100,000: Duval 867, Nueces 721, Brooks 709, Jim Wells 643, Kleberg 596; for Gonorrhea Nueces county's rate is 208/100,000 compared to state rate of 128/100,000. Of significant concern are the higher rates of birth defects in the southern counties, including anencephaly.

2. Priority Population

e. The geographic service area is Nueces, San Patricio, Kleberg, Jim Wells, Duval, Brooks, and Hidalgo counties, a 7,569 square mile area. Two clinics in Nueces

County will serve the Corpus Christi MSA and one in Kleberg will serve the five southern counties.

f. The characteristics of the priority population will be consistent across the seven county service area, and identical to those cited above in the general population since clients are drawn from the entire area: over 75% Hispanic, 80% will have incomes below 100% of poverty, almost all will be unmarried, lacking insurance, and without access to other health providers. Over 80% will be over age 18. Most will have low educational attainment, are low wage earners or unemployed, and lack safe housing. Most will already have children. The only variable in characteristics between the priority population targeted at the three clinic sites will be citizenship or eligible immigrant status, with the Kingsville Clinic encountering more applicants who do not qualify.

g. Priority Population's health status The priority population's health status is identical to those cited above. There are high rates of tobacco use, alcoholism, drug use, and obesity, resulting in chronic liver disease and diabetes. There are higher than average rates of STIs including Chlamydia, gonorrhea and syphilis. The priority population does poorly on almost all Healthy People 2020 leading health indicators, including lack of medical insurance or primary care provider, lack of access to clinical preventive health services, exposure to environmental risks due to concentrated industrial complexes next to densely populated areas, high teen pregnancy rates, depression, poor nutrition and lack of aerobic physical activity, and lack of access to family planning and health services.

h. Current Population served In FY16 WAMHS' three clinics will provide comprehensive family planning and women's health to 12,300 unduplicated clients annually in the seven targeted counties through its family planning and expanded primary health care programs, including 1,600 males and 11,700 females. Approximately 10,300 are females between the ages of 15 to 44. Approximately 80% have incomes below 100% of poverty and 92% below 200% of poverty. Approximately 75% are Hispanic, and 93% report they are White. Services included physical exams (20,632) Pap smears (3,130), lab work (Chlamydia/gonorrhea-9,661, lipids-750, glucose-1,330, HIV-5,326) provision of birth control (IUDs-211, Nexplanon-590, Orals contraceptives-33,200, Nuvaring-4,256) Pregnancy testing (9,400) breast and cervical services by subcontract (colposcopies 188; diagnostic mammograms 75) and provision of medications. The program also provides community education to 75,000 from the seven county area.

3. Gaps in Resources and Potential barriers: Gaps in resources include lack of awareness of and access to women's health services including breast and cervical care and early identification and treatment of chronic conditions such as diabetes and hypertension. Potential barriers are resistance to changing health behaviors, low health literacy, poor skills negotiating the health care system, complicated eligibility requirements, language barriers, transportation, and poor coordination of health services. WAMHS' proposed services will increase access to family planning, breast and cervical cancer screening and treatment, and also provide behavioral counseling for and medical treatment of diabetes, high blood pressure and high cholesterol. WAMHS' program will ensure a continuum of care with community providers and avoid duplication of services.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Clinic Site # 1 of 3

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Clinic Site # 2 of 3

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Clinic Site # 3 of 3

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Clinic Site # 1 of 3

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Dillon Lane Clinic		
Street Address:	4410 Dillon Lane	Suite:	1
City:	Corpus Christi	County:	Nueces
Zip Code:	78415	HSR:	11
Clinic APPOINTMENT Phone #:	361 857-0101		
Clinic PRIMARY Phone #:	361 857-0101	Fax:	361-855-0003
Service Area (counties to be served):	Nueces and San Patricio counties		
Contact Person:	Amanda Stukenberg		
Pharmacy License #:	12933	Class:	D
TPI#:	0883308-03	NPI#:	1588738389
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	1:00	1:00	5:00		
TUESDAY	8:30	12:30	1:30	5:00	5:00	7:00
WEDNESDAY	8:00	1:00	1:00	5:00		
THURSDAY	8:30	1:00	1:00	5:00	5:00	7:00
FRIDAY	8:30	1:00	1:00	5:00		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	188					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Clinic Site # 2 of 3

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Holly Clinic		
Street Address:	3536 Holly Road	Suite:	
City:	Corpus Christi	County:	Nueces
Zip Code:	78415	HSR:	aa
Clinic APPOINTMENT Phone #:	361 855-9107		
Clinic PRIMARY Phone #:	361 855-9107	Fax:	361-855-6822
Service Area (counties to be served):	Nueces and San Patricio counties		
Contact Person:	Amanda Stukenberg		
Pharmacy License #:	7127	Class:	D
TPI#:	0883308-01	NPI#:	1982777256
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	1:00	1:30	5:00		
TUESDAY	8:00	1:00	1:30	5:00		
WEDNESDAY	8:00	1:00	1:30	5:00		
THURSDAY	8:00	1:00	1:30	5:00	5:00	7:00
FRIDAY	8:00	1:00	1:30	5:00		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	178					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

Clinic Site # 3 of 3

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Kingsville Clinic		
Street Address:	1000 South 14 th Street	Suite:	1022B
City:	Kingsville	County:	Kleberg
Zip Code:	78363	HSR:	11
Clinic APPOINTMENT Phone #:	361 595-1875		
Clinic PRIMARY Phone #:	361 595-1875	Fax:	361-595-1879
Service Area (counties to be served):	Brooks, Duval, Hidalgo, Jim Wells, Kleberg		
Contact Person:	Amanda Stukenberg		
Pharmacy License #:	29648	Class:	D
TPI#:	3389066-01	NPI#:	1932517067
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:30	1:00	1:30	5:00		
TUESDAY	8:30	1:00	1:30	5:00		
WEDNESDAY	8:30	1:00	1:30	5:00	5:00	7:00
THURSDAY	8:30	1:00	1:30	5:00		
FRIDAY	8:30	1:00	1:30	5:00		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	168					

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Respondent:**

Women's and Men's Health Services of the Coastal Bend, Inc.

All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five(5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

The Executive Director, who serves as Program Director, in consultation with the Medical Director and the QA/QI Committee, is responsible for coordinating staff development activities, including budgeting for training, scheduling, selecting trainers, evaluation of effectiveness of training and updating training calendar based on ongoing feedback from QA activities, personnel reviews and changes in program guidelines or scope of care. The Program Director is an administrator with experience in women's health services and the rules and guidelines of DSHS family planning, expanded primary health care, Texas Women's Health, and Healthy Texas Women programs. The Project Director must have thorough knowledge of eligibility and billing for Healthy Texas Women and how it integrates with other funding streams. The Project Director must have experience in conducting needs assessments, and in reviewing personnel evaluations to identify training needs. The Program Director must have experience on budgeting and clinic scheduling to ensure that there are funds and time to provide the necessary training.

The OB-GYN Medical Director has experience in supervising mid level clinicians and in training necessary to be competent to provide care as described in the scope of HTW services, and be knowledgeable about sources of training in the community. The Medical Director has experience in observation of clinicians' providing services and in chart reviews and audits to ensure training is effective. The primary care Medical Director has experience in supervising mid level clinicians in the provision of related health services for diabetes, hypertension and cholesterol, and in the training necessary to provide appropriate treatment and management of patients receiving these services. Together the Medical Directors, along with the lead clinician, will assess the training needs of the clinical staff to implement all phases of the HTW program.

2. Identify specific training that will be used for eligibility and billing staff.

The eligibility and billing staff will receive training from the Program Director based on HHSC guidelines, and follow up training from the Finance Assistant who will oversee the eligibility and billing audits. If HHSC offers webinars or slide shows on the revised eligibility forms or processes, these will be used to train all staff in the proper completion and submission of forms. Follow up training will be based on QA audits including chart audits to identify errors in completing the HTW application, errors in gathering supporting documentation, errors in billing the correct source of pay, and financial audits to determine if TMHP payments correspond to invoices in the charts.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

Formal staff training needs assessments are conducted through three activities. The first activity is a project wide needs assessment based on specifics of the HTW or other new programs. For programs such as HTW, the needs assessment would include a review of changes in eligibility and billing rules and procedures, changes in administrative policies and procedures, additions of new medical services, changes in financial accounting or cost allocation plan development, additions to the pharmacy, changes in lab testing, changes in EMR or clinic data management, changes in IT requirements, or the requirement of additional staffing. The Program Director also is responsible for ensuring that all trainings required by a funding stream such as HTW are scheduled and provided, such as two trainings on LARC practice guidelines, training for front line staff on HTW program objectives, eligibility and services, and training on HTW eligibility screening and application procedures. These required trainings in addition to any others identified in the needs assessments are incorporated into a staff development plan. The needs assessment also identifies training needs based on trends and changes in medical protocols or procedures based on best practices such as changes in nationally accepted standards of care recommended by the CDC, ACOG or other leading groups. The needs assessment would also look at the introduction of new products, such as Skyla or other newer IUDs, which might require specific training.

The second activity is a review of each employee's individualized annual performance evaluation, which is used to develop an individual development plan for each staff person with budget and identification of training opportunities to achieve those goals. Each employee's development plan is incorporated into the agency-wide staff development plan for the year.

The third activity is to gather and analyze results of Quality Assurance audits and activities to identify problems or areas that indicate staff training is needed. Each audit is accompanied by a problem identification/resolution form which is used to determine what steps should be taken to address the problem, and in many instances additional training is indicated. In some instances the training might be specific to an individual or to a certain service, but in other instances it might apply to a whole category of staff, such as those providing eligibility application assistance. The QA/QI Committee is responsible for reviewing all audit results and problem identification forms to determine training needs throughout the year.

The QA/QI Committee also reviews studies such as rates of LARC utilization or number of clients who stop using their method of birth control at each clinic site. These studies are analyzed to identify areas where improved counseling or follow up can increase the number of clients choosing to use a more reliable method, or whether better screening for patient selection can improve LARC uptake. The results of these three activities are incorporated into an annual staff development plan which includes a budget, timeline and sources of training. The plan is modified on an ongoing basis throughout the year as unanticipated training needs are identified.

For specific services such as LARCs, the training will utilize webinars and materials from University of California San Francisco Bixby Institute such as its Beyond the Pill initiative, or ACOG materials. These will include training for educators and

health clinic support staff in increasing awareness of IUDs and implants, and also clinical trainings for providers. The agency will also utilize staff from vendors such as Bayer, Merck and Teva who can provide training specific to the LARCs they produce.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

Each staff person completes a written self-evaluation of their annual performance, including documentation of training needs and interests. The staff person's supervisor and the Project Director review the performance evaluation, which includes assessment of clinical skills including observation of service delivery, assessment of core competencies, assessment of education skills and client interaction, attendance at required annual trainings, compliance with job description and all standards, and overall performance. The evaluation is documented in writing and shared with the employee. The Program Director and supervisor meet with the employee to discuss the review and reach a consensus on an individualized development plan. Both the employee and the supervisor have input into the individualized training goals. Each employee's development plan is incorporated into the agency-wide staff development plan for the year.

NOTE: If specific LARC methods are provided through referral only, respondent must include this information in the Staff Development Plan and respondent will be exempted from the training requirements for that specific LARC method.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name
of Respondent:**

Women's and Men's Health Services of the Coastal Bend, Inc.

Respondent must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Respondent's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
7/5/16	HTW Program objectives, eligibility, services	Program Director	X	
7/5/16	HTW eligibility screening & application procedures	Program Director Assist. Finance Director	X	
8/9/16	Current LARC practice guidelines	Lead Clinician Bixby webinar	X	
8/16	HHSC required training	HHSC – Program Director & Lead Clinician attend		X
9/6/16	Intimate Partner Violence	Women's Shelter	X	
9/20/16	QA audit findings and Protocol changes	Lead Clinician	X	
10/04/16	OSHA infection Control	Stericycle	X	
10/18/16	QA findings, client survey feedback	Program Director	X	
11/8/16	Child abuse screening, reporting documentation	Program Director	X	
12/6/16	Emergency Inservice, Emergency Drills	Medical Director, Lead Clinician		
1/10/17	Pharmacy Inservice,	Pharmacist	X	
1/17/17	QA findings/personnel evaluation findings	Program Director		
1/24/17	LARC training practice guidelines	Bixby webinar. ACOG webinar	X	
2/7/17	HTW eligibility screening & application procedures	Finance Asst	X	
2/21/17	Cultural competency; serving LGBT clients	Education Director	X	
3/7/17	Human Trafficking	Rescue House of So. Tx	X	
4/11/17	QA findings, personnel evaluation findings	Program Director	X	
5/17	HHSC required training	HHSC		X
6/6/17	QA findings, personnel eval	Project Director	X	

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name
of Respondent:**

Women's and Men's Health Services of the Coastal Bend, Inc.

Respondent **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Service education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2 of the RFP.

The Community Education/Program Promotion Plan must:

1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.

WAMHS HTW program promotion/education/outreach plan for the contract period July 1, 2016 through August 31, 2017 is to reach 42,000 participants: 18,000 adult females, 10,000 adolescent females, 8,000 adult males and 6,000 adolescent males. While most presentations will target females ages 15 to 45, WAMHS believes that outreach to the community at large to promote HTW services will be more effective than limiting activities to the specific target population. The promotion plan will target each of the seven counties with strategies tailored for the priority population, and will be based on the needs assessment, community surveys, focus groups, and input from community partners in each county. All community promotion, education and outreach is provided through community partnerships at community partner locations off site from the clinics. The plan will identify 80 community partners who will collaborate on promoting HTW services to the clients they serve.

The plan sets priorities for disseminating information to raise awareness of the HTW program and how to apply, and raise awareness about access to services. In addition to information specific to the HTW program, it will include basic education on women's health and family planning services, and the benefits of LARCS. The outreach will be multifaceted and employ a variety of strategies: It will include presentations by community educators at community partner sites, outreach activities at clubs, festivals, concerts, and public venues like trade centers or malls, participation in community health fairs, distribution of fliers and posters, a billboard campaign, radio and billboard ads, web-based promotion such as face book and online advertising using Google. A total of 187 activities/presentations will be completed, plus monthly flier distribution at 35 sites across the seven county area. The promotion/education/outreach plan is integrated into the patient recruitment strategy in the work plan.

The Program Director and Education Director are responsible for developing the plan, and will survey board members, all staff members and community leaders to

identify strategies and community partners to help reach the target populations in different counties and in different communities within those counties. The Education and Program Directors are responsible for collecting and analyzing suggestions and survey data, and contacting potential community partners in each county, such as schools, colleges, job training centers, social service agencies, public housing projects, criminal justice facilities, drug and alcohol programs, sports teams, clubs, interest groups and hair salons. Once the partners have been identified, the Education Director is responsible for training outreach presenters in specific strategies tailored to the needs of the priority population at each community partner site. For instance, the kind of presentation provided to a Dress for Success group might differ from that provided on a college campus or at a club event. The Education Director is responsible for selecting culturally appropriate materials for the different groups.

By addressing the community at large, the project will enhance community understanding of the HTW program objectives including

- Raising awareness about HTW services in each community
- Raising awareness about HTW eligibility rules and how to apply
- Raising awareness about benefits of family planning and women's health services
- Raising awareness about the benefits of preconception, interconception and early prenatal care
- Raising awareness about addressing chronic health concerns such as diabetes, obesity and hypertension
- Raising awareness about breast and cervical cancer screening programs
- Raising awareness about coercion, rape and interpersonal violence
- Raising awareness about links between substance abuse and other unhealthy behaviors and risk taking
- Raising awareness of STDs and HIV transmission and protections
- Raising awareness about teen pregnancy prevention
- Raising awareness of reproductive life planning and benefits of birth spacing
- Raising awareness of benefits of male involvement in pregnancy and disease prevention
- Increasing the proportion of pregnancies that are intended
- Increasing contraceptive and condom use
- Raising awareness of LARCs and benefits of choosing most effective contraceptives

Three full time outreach educators will provide the promotion/outreach services. By using a variety of staff with different backgrounds and skills, the outreach is effective with a range of different audiences and will be culturally competent. The plan will include the following strategies

- 1) 45 classroom presentations in school and agency settings
 - 2) 45 presentations to persons in criminal justice or drug treatment facilities
 - 3) 12 presentations to adolescents, families and staff in the foster care system
 - 4) 35 community health fairs
 - 5) 60 outreach activities sponsored at clubs, festivals, concerts or public venues
- In addition to these face to face presentations or activities, the outreach will include
- 6) 250 Fliers in 2 college newspapers twice a month for 10 months

- 7) Distribution of 350 fliers per month x 14 mo at 5 sites in each county (x7)
 - 8) Face book page promoting HTW services
 - 9) Google ads for each clinic for HTW services
 - 10) Monthly updating of website with HTW information (www.wamhs.org)
 - 11) 1 billboard for 14 months promoting HTW services
 - 12) 1 radio campaign for 3 months promoting HTW services
 - 13) Bus bench campaign for 14 months promoting HTW services
2. Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.

All of WAMHS' community education/HTW Program Promotion will be provided through collaboration with other health care providers or social service agencies. Over 98% of programs are held at the community partner facilities for their staff and their participants. The 80 community partners with whom WAMHS will collaborate include seven independent school districts (Corpus Christi ISD, Sinton ISD, Kingsville ISD, Alice ISD, Robstown ISD, Gregory Portland ISD, Port Aransas ISD) two drop-out prevention programs, three local colleges, SERCO-Texas Work Source, vocational schools (South Texas Vocational Technical Institute, Brightwood College), probation departments, YWCA, Women's Shelters, Women's Leadership Groups, Medical Societies, Health Departments, local hospitals and health agencies such as the Coastal Bend Wellness Foundation. Specific community partners already identified include Texas A&M-Corpus Christi, Texas A&M-Kingsville, Del Mar College, Coastal Bend College, Council on Alcohol and Drug Abuse, Charlie's Place, Shoreline Treatment Facility, Gulf Coast Rehabilitation Services, Community Action Agencies in Kingsville and Alice, Kingsville Housing Authority, Naval Air Station Corpus Christi, Naval Air Station Kingsville, Al Amin Shrine, Brush Country Casa, Dress for Success, Ed Rachal Memorial Library, Family Counseling Services, Family Medical Center, Head Start, Kingsville Chamber of Commerce, Kleberg County Indigent and Welfare Office, and MHMR Alice Texas.

The outreach or marketing strategy for each of the community partner's site will be determined by the audience to be addressed, whether the partner is requesting a classroom presentation or participation in a health fair or other activity, and whether the purpose of the outreach is to simply inform the public about HTW or to educate participants about women's health and family planning. Media releases will feature scope of HTW services, who is eligible, and where persons can get assistance in applying for HTW and access care.

M-1 Community Education/Program Promotion Calendar

HTW STRATEGY	COUNTY	CITY	LOCATION/ Community Partner	Date	TOPIC	Presenter
Events	Hidalgo	Edinburg	TX DFPS - Rio Grande Valley	7/4/2016	HTW Services, women's health	CLebus
Events	Nueces	Corpus Christi	Del Mar College	7/6/2016	Family Planning, Contraception	Montoya
Health Fair	Nueces	Corpus Christi	South Texas Voc Tech Institute (Vo-Tech)	7/6/2016	HTW services, Clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	The Council on Alcohol & Drug Abuse	7/7/2016	LARCS	CLebus
Presentations/CR	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	7/8/2016	HTW services, clinic visits	Arredondo
Events	Nueces	Corpus Christi	Concrete Street Amphitheater	7/11/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Brooks	Falfurrias	library, Dept human services, courthouse	7/13/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Duval	Benavidez	civic center, family dollar, gym, post office	7/14/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Hidalgo		Weslaco, Pharr, Mercedes, Mission, Donna	7/15/2016	HTW Services, Clinic services	CLebus
Flyers Dist	San Patricio		Sinton, Portland, Ingleside Mathis, Odem, Taft	7/18/2016	HTW Services, Clinic services	Montoya
Presentations	San Patricio	Mathis	Mathis ISD	7/18/2016	Women's health services	CLebus
Flyers Dist	Jim Wells		Alice, Orange Grove, Premont Sandia,	7/20/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	Kleberg	Kingsville	Texas A&M Agrilife Extension Office	7/22/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Kleberg	Kingsville	2 housing projects, 2 restaurants, Work Source	7/22/2016	HTW Services, Clinic services	CLebus
Presentations	Jim Wells	Alice	Community Action	7/22/2016	HTW services, WAMHS access	Montoya
Flyers Dist	Nueces	Corpus Christi	Tattoo Alley, C.C. Trade Center	7/22/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	Nueces	Corpus Christi	Del Mar College, TX A&M-CC	7/25/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces		Agua Dulce, Bishop, Driscoll, Banquete	7/27/2016	HTW Services, Clinic services	All staff
Health Fair	Nueces	Corpus Christi	Nueces County Medical Society	7/30/2016	HTW services, Clinic services	CLebus
Events	Nueces	Corpus Christi	TAMU-CC Dorm Events	7/31/2016	Women's health services, STDs	Arredondo
Events	Nueces	Corpus Christi	Concrete Street Amphitheater	8/1/2016	HTW Services, Clinic services	CLebus
Health Fair	Bee	Beeville	A.C. Jones High School - Beeville, TX	8/1/2016	HTW services, Clinic services	Montoya
Presentations	Bee	Beeville	Coastal Bend College - Beeville, TX	8/2/2016	Contraception/ Women's Health	CLebus
Events	Nueces	Corpus Christi	Women's Shelter	8/4/2016	LARCS, access to care	Montoya
Events	Nueces	Corpus Christi	Hurricane Alley-Water Park	8/6/2016	HTW services, Clinic services	Arredondo
Events	Kleberg	Kingsville	TAMU-Kingsville Social Work Classes	8/9/2016	Women's health	Montoya
Health Fair	Nueces	Corpus Christi	Brightwood College	8/13/2016	HTW services, Clinic services	CLebus
Health Fair	Nueces	Corpus Christi	Lead First Foundation of Corpus Christi	8/13/2016	HTW services, Clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	Gulf Coast Rehabilitation Services	8/17/2016	LARCS, HTW services	Arredondo
Flyers Dist	Brooks	Falfurrias	City Hall, banks, bars	8/18/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	Duval	Benavidez	Benavidez, Concepcion, Freer, San Diego	8/19/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Hidalgo	Mercedes	outlets	8/19/2016	HTW Services, Clinic services	Montoya
Presentations/CR	Hidalgo	Weslaco	So. Tx. Council on Alcohol & Drug Abuse	8/19/2016	LARCS, HTW services	CLebus
Flyers Dist	San Patricio		Sinton, Aransas Pass, Mathis, Odem, Taft	8/19/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Jim Wells		Alice, Orange Grove, Premont Sandia,	8/19/2016	HTW Services, Clinic services	Arredondo
Presentations	Nueces	Corpus Christi	South Texas Vocational Tech Institute	8/19/2016	women's health	Herrera
Flyers Dist	Kleberg	Kingsville	WIC, 2 apartment complexes, 2 bars	8/22/2016	HTW Services, Clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	Annex Jails	8/22/2016	Women's health, STDs	Arredondo
Flyers Dist	Nueces	Corpus Christi	Elite Art Tattoo Parlor	8/23/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Nueces	Corpus Christi	Corpus Christi Trade Center	8/23/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Nueces	Corpus Christi	Del Mar College, TX A&M-CC	8/23/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	Nueces		Agua Dulce, Bishop, Driscoll, Banquete	8/23/2016	HTW Services, Clinic services	CLebus
Events	Nueces	Corpus Christi	Coastal Bend Wellness Foundation Coalition	8/24/2016	Women's health services	CLebus

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Events	Nueces	Corpus Christi	TAMU-CC Counseling Department	8/24/2016	Womens health services, HTW	CLebus
Health Fair	Nueces	Bishop	Bishop High School - Bishop, TX	8/24/2016	HTW services, Clinic services	Montoya
Presentations/CR	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	8/26/2016	Anatomy & Reproduction	Montoya
Presentations	Nueces	Corpus Christi	Brightwood College	8/26/2016	STD's (STI's)	Arredondo
Presentations	Nueces	Corpus Christi	Dress for Success	8/26/2016	HTW, Women's health services	Montoya
Events	Nueces	Corpus Christi	Concrete Street Amphitheater	8/28/2016	HTW services, Clinic services	CLebus
Events	Nueces	Corpus Christi	TAMU-CC Dorm Residents	8/29/2016	HTW services, women's health	CLebus
Events	Nueces	Corpus Christi	CCISD	8/31/2016	HTW, access to services	Montoya
Events	Nueces	Corpus Christi	Concrete Street Amphitheater	8/31/2016	HTW services, eligibility	CLebus
Events	Kleberg	Kingsville	Kingsville ISD - Kingsville TX	9/1/2016	women's health	Arredondo
Health Fair	Nueces	Corpus Christi	TAMU-CC Campus Activity Board	9/1/2016	HTW services, Clinic services	Montoya
Presentations	Kleberg	Kingsville	Kingsville Housting Authority	9/1/2016	HTW services, clinic visits	Arredondo
Foster Care	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	9/2/2016	Women's health services	CLebus
Health Fair	Kleberg	Kingsville	TAMU-Kingsville Health Center	9/7/2016	HTW services, Clinic services	Arredondo
Presentations	Nueces	Corpus Christi	Carroll High School	9/7/2016	HTW services, WAMHS access	CLebus
Presentations/CR	Nueces	Corpus Christi	The Council on Alcohol & Drug Abuse	9/8/2016	HTW services, clinic visits	Montoya
Health Fair	San Patricio	Sinton	San Patricio Health Department	9/8/2016	HTW services, Clinic services	Arredondo
Foster Care	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	9/9/2016	Contraception / Family Planning	Montoya
Presentations	Nueces	Corpus Christi	Ray High School	9/9/2016	Sexual Harrassment / Bullying	CLebus
Presentations	Kleberg	Kingsville	Brush County Casa	9/12/2016	HTW services, WAMHS access	CLebus
Events	San Patricio	All Cities	San Patricio County School Health Advisory Cor	9/13/2016	sex education, HTW	CLebus
Presentations	Kleberg	Kingsville	Kingsville Rotary Club - Kingsville TX	9/13/2016	HTW services, WAMHS access	Montoya
Presentations	Nueces	Corpus Christi	Communities In Schools	9/15/2016	HTW services, WAMHS access	CLebus
Flyers Dist	Brooks	Falfurrias	5 sites	9/19/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	Duval		Benavidez, Concepcion, Freer, San Diego	9/20/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Hidalgo		Donna ISD, stores	9/21/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	San Patricio		Sinton, Portland, Ingleside Mathis, Odem	9/22/2016	HTW Services, Clinic services	Arredondo
Presentations	San Patricio	Mathis	Mathis ISD	9/22/2016	Women's health services	Arredondo
Flyers Dist	Jim Wells	Alice	Alice 5 sites	9/22/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Kleberg		Ricardo, Riviera, 3 sites in Kingsville	9/22/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Nueces	Corpus Christi	WIC offices	9/23/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces	Corpus Christi	3 physicians offices, 2 daycare centers	9/23/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces	Corpus Christi	Women's Shelter	9/23/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces	Agua Dulce	Agua Dulce, Bishop, Driscoll, Banquete	9/23/2016	HTW Services, Clinic services	CLebus
Presentations	Kleberg	Kingsville	TAMU-Kingsville Peer Educators Program - King	9/23/2016	STD's (STI's)	Montoya
Health Fair	Nueces	Corpus Christi	NAACP	9/24/2016	HTW services, Clinic services	Montoya
Presentations/CR	Nueces	Corpus Christi	Nueces County Juvenile Justice Center	9/29/2016	HTW services, clinic visits	CLebus
Health Fair	San Patricio	Taft	So Coast Area Health Ed Center	9/29/2016	HTW services, Clinic services	Montoya
Events	Nueces	Corpus Christi	Realms Con-Comic Book Convention	9/30/2016	HTW services, women's health	Montoya
Presentations	Jim Wells	Alice	Coastal Bend College - Alice TX	9/30/2016	HTW services, WAMHS access	CLebus
Presentations	Jim Wells	Alice	Alice MHMR	10/1/2016	HTW services, WAMHS access	Arredondo
Events	Nueces	Corpus Christi	Casa De Manana Housing Complex	10/4/2016	Advocating WAMHS Services	CLebus
Health Fair	Nueces	Corpus Christi	TAMU-CC Health Center	10/4/2016	HTW services, clinic services	Montoya
Health Fair	Nueces	Robstown	Lotspeich Elementary - Robstown TX	10/6/2016	HTW services, Clinic services	CLebus

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Foster Care	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	10/7/2016	Sexual Health	Montoya
Presentations/CR	San Patricio	Sinton	Sinton Juvenile Detention Facility - Sinton TX	10/11/2016	Teenage Pregnancy	Montoya
Presentations/CR	San Patricio	Mathis	South Texas Substance Abuse Recovery	10/12/2016	HTW services, clinic visits	Arredondo
Flyers Dist	Brooks	Encino	5 sites	10/13/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	Duval	Freer	5 sites in Freer	10/14/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Hidalgo		Edinburg - 5 sites	10/15/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	San Patricio	Portland	5 sites	10/18/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Jim Wells		Premont 2 sites, Sandia 2 sites	10/19/2016	HTW Services, Clinic services	Montoya
Presentations/CR	Nueces	Robstown	South Texas Substance Abuse Recovery	10/20/2016	HTW services, clinic visits	Montoya
Flyers Dist	Kleberg	Kingsville	2 pediatrician offices, 3 bars	10/20/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces	Corpus Christi	2 gyms, 3 nail salons	10/21/2016	HTW Services, Clinic services	Montoya
Events	Nueces	Corpus Christi	Head Start Program	10/21/2016	Contraception	CLebus
Events	Kleberg	Kingsville	Women's Shelter -	10/25/2016	Contraception, LARCs	Montoya
Health Fair	Nueces	Corpus Christi	Hamlin Middle School	10/25/2016	HTW services, Clinic services	Montoya
Health Fair	Nueces	Corpus Christi	Goodwill Industries	10/26/2016	HTW services, Clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	Charlie's Place - Substance Abuse Prog	10/27/2016	Women's health services	CLebus
Health Fair	Kleberg	Kingsville	TAMU-Kingsville Peer Educators	10/27/2016	HTW services, Clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	Nueces County Juvenile Justice Center - Bootcamp	10/28/2016	HTW services, clinic visits	CLebus
Foster Care	Nueces	Corpus Christi	Tx Dept. of Family & Protective Services	10/30/2016	HTW services, clinic visits	CLebus
Presentations/CR	Nueces	Corpus Christi	The Council on Alcohol & Drug Abuse	11/1/2016	Contraception / Family Planning	Montoya
Events	Nueces	Corpus Christi	TAMU-CC World AIDS Day Event	11/1/2016	STD/HIV prevention, HTW	Arredondo
Foster Care	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	11/4/2016	HTW services, clinic visits	CLebus
Health Fair	Nueces	Portland	Connections Counseling	11/5/2016	HTW services, Clinic services	Montoya
Presentations/CR	San Patricio	Sinton	Sinton Juvenile Detention Facility - Sinton TX	11/8/2016	Contraception / Family Planning	Montoya
Correctios/Treatmen	Hidalgo	Pharr	Rio Grande Valley Council	11/8/2016	HTW services, clinic visits	Arredondo
Presentations	Nueces	Corpus Christi	Moody High School	11/9/2016	teen pregnancy prevention	CLebus
Flyers Dist	Brooks	Falfurrias	5 sites	11/9/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Duval	San Diego	5 sites	11/10/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Hidalgo		convenience stores on HWY 77	11/10/2016	HTW Services, Clinic services	CLebus
Foster Care	Cameron	Harlingen	TX DFPS - Rio Grande Valley	11/11/2016	Sexuality Education Training	Montoya
Flyers Dist	San Patricio		Aransas Pass, Ingleside, Portland 5 sites	11/14/2016	HTW Services, Clinic services	Montoya
Presentations/CR	Nueces	Corpus Christi	Annex Jails		Women's health services	CLebus
Flyers Dist	Jim Wells	Alice	Alice - convenience store, HEB, 2 cafes	11/15/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	Kleberg	Kingsville	Community Action	11/16/2016	HTW Services, Clinic services	CLebus
Presentations	Kleberg	Kingsville	2 retail stores (Dollar General etc), 3 apts	11/15/2016	HTW services, WAMHS access	CLebus
Flyers Dist	Nueces	Corpus Christi	Port Aransas -4 sites, Banquete - 1 sites	11/17/2016	HTW Services, Clinic services	Montoya
Events	Nueces	Corpus Christi	Del Mar College	11/18/2016	benefits of LARCs	CLebus
Presentations/CR	Nueces	Corpus Christi	Nueces County Juvenile- Detention	11/23/2016	Anatomy & Reproduction	CLebus
Health Fair	Kleberg	Kingsville	TAMU-Kingsville Health Center	11/28/2016	HTW services, Clinic services	Montoya
Presentations	San Patricio	Portland	Gregory Portland ISD - Portland TX	11/29/2016	Anatomy & Reproduction	Arredondo
Presentations	Nueces	Corpus Christi	Solomon Coles High School	12/1/2016	Contraception / Family Planning	CLebus
Presentations/CR	Nueces	Corpus Christi	Gulf Coast Rehabilitation Services	12/9/2016	Women's health services	Montoya
Presentations	Kleberg	Kingsville	Kingsville Housing Authority	12/11/2016	HTW services, clinic visits	Montoya
Presentations	Kleberg	Kingsville	Head Start	12/11/2016	HTW services, WAMHS access	Arredondo

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Flyers Dist	Brooks	Falfurrias	5 sites	12/13/2016	HTW services, clinic services	Montoya
Flyers Dist	Duval		Concepcion, Freer 5 sites	12/13/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Hidalgo		MHMR, WIC, Women's Shelter,	12/14/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	San Patricio	Portland	3 bars, 2 apartment complexes	12/15/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	Jim Wells	Alice	3 restaurants	12/15/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Jim Wells	Orange Grove	Valero, Subway	12/15/2016	HTW Services, Clinic services	Montoya
Flyers Dist	Kleberg	Kingsville	Chamber of Commerce, Urgent Care Ctr	12/16/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Kleberg	Kingsville	3 cafes	12/16/2016	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces	Corpus Christi	Tattoo Alley, 3 nail salons	12/16/2016	HTW Services, Clinic services	Arredondo
Flyers Dist	Nueces	Corpus Christi	Corpus Christi Trade Center	12/16/2016	HTW Services, Clinic services	Arredondo
Events	Nueces	Corpus Christi	Naval Air Station - SAPR Trainings	12/16/2016	women's health/abuse	CLebus
Presentations/CR	San Patricio	Sinton	Sinton Juvenile Detention Facility - Sinton TX	1/10/2017	LARCs	CLebus
Presentations/CR	Nueces	Corpus Christi	Charlie's Place - Substance Abuse Prog	1/12/2017	contraception	CLebus
Presentations/CR	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	1/13/2017	Teenage Pregnancy	CLebus
Events	Nueces	Corpus Christi	Coastal Bend Wellness Coalition	1/18/2017	Community Collaboration	Montoya
Presentations	Nueces	Corpus Christi	Veteran's Memorial High School	1/19/2017	Anatomy & Reproduction	Arredondo
Flyers Dist	Brooks	Falfurrias	5 sites	1/19/2017	women's health services	Arredondo
Flyers Dist	Duval		Benavidez, Concepcion, Freer, San Diego	1/10/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Hidalgo		Pam American College, So. Tx Vo-Tech	1/23/2017	HTW Services, Clinic services	Montoya
Presentations/CR	Hidalgo	Weslaco	So. Tx. Council on Alcohol & Drug Abuse	1/23/2017	HTW services, clinic visits	Montoya
Flyers Dist	San Patricio	Portland	3 beauty parlors, 2 urgent care centers	1/24/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Jim Wells	Alice	Coastal Bend College	1/25/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Jim Wells	Orange Grove	Valero, Subway	1/25/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Kleberg	Kingsville	Coastal Bend College, Kingsville ISD	1/25/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Kleberg	Kingsville	NAS Kingsville	1/25/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Nueces	Corpus Christi	5 night clubs	1/25/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Nueces	Corpus Christi	Corpus Christi Trade Center	1/25/2017	HTW Services, Clinic services	Arredondo
Events	Kleberg	kingsville	TX A&M Kingsville	1/26/2017	Advocating WAMHS Services	CLebus
Events	Kleberg	Kingsville	Coordinated Comm Response Coalition -	1/26/2017	HTW services, clinic services	CLebus
Presentations	San Patricio	Sinton	Sinton High School - Sinton TX	1/30/2017	Anatomy & Reproduction	Arredondo
Presentations/CR	Nueces	Corpus Christi	Nueces County Juvenile Bootcamp	1/30/2017	Contraceptive Options	Arredondo
Presentations/CR	Nueces	Corpus Christi	Nueces County Juvenile Detention	2/2/2017	Women's health services	Montoya
Events	Nueces	Corpus Christi	Carroll High School	2/2/2017	benefits of LARCs	Montoya
Presentations	Nueces	Corpus Christi	King High School	2/3/2017	Benefits of LARCs	Montoya
Events	Nueces	Corpus Christi	Fresh Cutz-Barber Shop	2/7/2017	HTW services, access to care	CLebus
Presentations	Kleberg	Kingsville	TAMU-Kingsville Pharmacy School Club - Kings	2/7/2017	HTW services, WAMHS access	Arredondo
Events	Kleberg	kingsville	TX A&M Kingsville	2/8/2017	HTW program/eligibility	CLebus
Foster Care	Nueces	Corpus Christi	Texas Dept. of Family and Protective Serv	2/8/2017	Women's health services	CLebus
Events	Kleberg	kingsville	TAMU-Kingsville Peer Educators	2/9/2017	HTW services, clinic services	Montoya
Events	Nueces	Corpus Christi	Nightclubs - Cielo, Entourage, Murdocks	2/9/2017	HTW services, clinic services	Montoya
Events	Nueces	Corpus Christi	TAMU-CC Student Organizations	2/9/2017	LARCS, HTW services	Arredondo
Foster Care	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	2/10/2017	Anatomy & Reproduction	CLebus
Events	Kleberg	Kingsville	Brush Country CASA - Kingsville TX	2/13/2017	HTW services, LARCs	Arredondo
Flyers Dist	Brooks	Falfurrias	5 sites	2/13/2017	HTW Services, Clinic services	CLebus

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Flyers Dist	Duval	San Diego	convenience stores,	2/14/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Hidalgo	McAllen	5 convenience stores	2/15/2017	HTW Services, Clinic services	Montoya
Presentations/CR	Hidalgo	McAllen	Behavior Health Solutions	2/15/2017	HTW services, clinic visits	Montoya
Flyers Dist	San Patricio	Ingleside	5 clubs, HEB	2/16/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Jim Wells	Alice	MHMR, HEB	2/20/2017	HTW Services, Clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	Annex Jails	2/20/2017	Women's health services	Arredondo
Flyers Dist	Kleberg	Kingsville	5 apartment complexes	2/20/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Nueces	Corpus Christi	cosmetology school, TX A&M, Del Mar College	2/21/2017	HTW Services, Clinic services	Montoya
Presentations/CR	Nueces	Corpus Christi	The Council on Alcohol & Drug Abuse	2/21/2017	Reproductive Health	CLebus
Events	Kleberg	kingsville	TX A&M Kingsville	2/22/2017	HTW enrollment	Montoya
Health Fair	Nueces	Corpus Christi	Ben Garza Gymnasium	2/22/2017	HTW services, Clinic services	Arredondo
Presentations	Nueces	Corpus Christi	Communities In Schools	2/23/2017	Contraception / Family Planning	CLebus
Presentations/CR	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	2/24/2017	HTW services, clinic visits	CLebus
Health Fair	Jim Wells	Alice	Alice Spohn Hospital	2/25/2017	HTW services, Clinic services	CLebus
Events	Kleberg	Kingsville	Women's Shelter	2/28/2017	HTW services, IPV	CLebus
Health Fair	San Patricio	Sinton	Sinton High School - Sinton TX	2/28/2017	HTW services, Clinic services	Montoya
Events	Jim Wells	Alice	Coastal Bend College - Alice TX	3/1/2017	HTW, preconception health	Arredondo
Events	Kleberg	Kingsville	Coastal Bend Collge - Kingsville TX	3/2/2017	HTW preconception health	Montoya
Health Fair	Jim Wells	Orange Grove	Orange Grove ISD	3/2/2017	HTW services, Clinic services	Arredondo
Presentations	Kleberg	Kingsville	Coastal Bend College - Kingsville TX	3/2/2017	Contraception - LARCs	CLebus
Foster Care	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	3/3/2017	Contraception / Family Planning	Montoya
Presentations	Kleberg	Kingsville	Kingsville Housing Authority	3/3/2017	HTW services, clinic visits	Arredondo
Presentations	Nueces	Corpus Christi	Miller High School	3/7/2017	HTW services, WAMHS access	Arredondo
Events	Kleberg	kingsville	TAMU-Kingsville Health Center	3/8/2017	LARCs, STD testing, HTW	Montoya
Events	Nueces	Corpus Christi	Del Mar College	3/8/2017	LARCS, HIV, HTW enrollment	CLebus
Events	Nueces	Corpus Christi	TAMU-CC Whacky Wednesday	3/8/2017	HIV/STDs HTW services	CLebus
Events	Nueces	Corpus Christi	Carroll High School	3/9/2017	women's health	CLebus
Events	Nueces	Corpus Christi	WAMHS Spring Break Padre Island outreach	3/13/2017	HTW services, clinic services	Montoya
Flyers Dist	Brooks	Falfurrias	5 sites	3/17/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Duval		Freer, Concepcion locations	3/17/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Hidalgo		job training centers, DFPS	3/17/2017	HTW enrollment, access to care	Arredondo
Flyers Dist	San Patricio		Odem ISD Taft ISD, 3 convenience stores	3/17/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Jim Wells	Alice	MHMR, HEB	3/20/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Kleberg	Kingsville	Texas A&M-Kingsville campus	3/21/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces	Corpus Christi	Court House, City Hall, Bus stations	3/21/2017	HTW Services, Clinic services	Montoya
Presentations/CR	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	3/22/2017	Contraception / Family Planning	CLebus
Presentations/CR	Nueces	Corpus Christi	The Council on Alcohol & Drug Abuse	3/22/2017	Contraception / Family Planning	CLebus
Events	Kleberg	Kingsville	Head Start Program	3/23/2017	HTW enrollment, clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	Charlie's Place - Substance Abuse Prog	3/24/2017	Contraception / Family Planning	CLebus
Events	Nueces	Corpus Christi	So Tx Technical Institute (Vo-Tech)	3/24/2017	HTW enrollment, clinic services	CLebus
Presentations	Nueces	Corpus Christi	Brightwood College	3/27/2017	HTW services, WAMHS access	CLebus
Events	Kleberg	kingsville	TAMU-Kingsville Peer Educators Program - King	3/28/2017	Female Sexual Health	Arredondo
Health Fair	Jim Wells	Alice	Coastal Bend Community College - Alice	3/28/2017	HTW services, Clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	Nueces County Bootcamp	3/31/2017	Anatomy & Reproduction	Arredondo

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Foster Care	All Counties	Corpus Christi	Tx Dept. of Family & Protective Services	3/31/2017	HTW, parenting skills	CLebus
Health Fair	Jim Wells	Alice	Community Action Corporation Alice TX	3/31/2017	HTW services, Clinic services	Montoya
Events	Nueces	Corpus Christi	So TxVoc Technical Institute (Vo-Tech)	4/5/2017	HTW enrollment, clinic services	Montoya
Foster Care	Rio Grande Valley	Edinburg	TX DFPS- Rio Grande Valley	4/5/2017	Sexuality Education Training	CLebus
Health Fair	Nueces	Corpus Christi	Al Amin Shrine	4/6/2017	HTW services, Clinic services	Montoya
Presentations	Nueces	Corpus Christi	Communities In Schools	4/6/2017	HTW services, WAMHS access	Montoya
Events	Nueces	Corpus Christi	Brightwood College	4/7/2017	Womens health services, HTW	CLebus
Events	Nueces	Corpus Christi	TAMU-CC Wellness Expo	4/10/2017	Advocating WAMHS Services	CLebus
Presentations	Nueces	Corpus Christi	Flour Bluff High School	4/10/2017	Benefits of LARCs	Arredondo
Events	Kleberg	Kingsville	Brush Country CASA - Kingsville TX	4/11/2017	HTW services, clinic services	Montoya
Presentations	Jim Wells	Premont	credit union, bars	4/12/2017	HTW services, WAMHS access	Montoya
Presentations	San Patricio	Portland	Gregory Portland ISD - Portland TX	4/13/2017	Teenage Pregnancy	CLebus
Presentations	San Patricio	Portland	Gregory Portland ISD - Portland TX	4/14/2017	STD's (STI's)	CLebus
Flyers Dist	Brooks	Falfurrias	library, DPA building, pharmacy, gyms	4/17/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Duval	Freer, San D.	Freer ISD, San Diego ISD	4/19/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Hidalgo	McAllen	5 sites	4/19/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	San Patricio	Aransas Pass	CVS, HEB, post office, walmart	4/19/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Jim Wells	Alice	Bowling alley, movie theater	4/20/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Kleberg	Ricardo, Riviera	valero, taqueria, quik stop	4/20/2017	HTW Services, Clinic services	Montoya
Events	Nueces	Flour Bluff	3 bars, 2 apartment complexes	4/21/2017	HTW enrollment, access to care	CLebus
Health Fair	Kleberg	Kingsville	Coastal Bend Collge - Kingsville TX	4/21/2017	HTW services, Clinic services	CLebus
Health Fair	Nueces	Corpus Christi	Joe Garza Recreation Center	4/25/2017	HTW services, Clinic services	Montoya
Health Fair	Kleberg	Kingsville	TAMU-Kingsville Health Center	5/1/2017	HTW services, Clinic services	CLebus
Presentations	Kleberg	Kingsville	TAMU-Kingsville Psychology Classes - Kingsville	5/2/2017	Contraception / Family Planning	CLebus
Presentations	Kleberg	Kingsville	Naval Air Station	5/3/2017	HTW services, WAMHS access	CLebus
Health Fair	Kleberg	Kingsville	Kingsville Housing Authority	5/10/2017	HTW services, Clinic services	Arredondo
Presentations/CR	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	5/12/2017	Contraception / Family Planning	Arredondo
Presentations	Nueces	Corpus Christi	Port Aransas High School	5/17/2017	Contraception	Montoya
Presentations	Nueces	Corpus Christi	Port Aransas High School	5/17/2017	STD's	Montoya
Presentations/CR	Nueces	Corpus Christi	The Council on Alcohol & Drug Abuse	5/18/2017	STD's (STI's)	Arredondo
Foster Care	Hidalgo	Edinburg	Tx DFPS Rio Grande Valley	5/18/2017	Sexuality Education Training	CLebus
Flyers Dist	Brooks	Falfurrias	5 sites	5/18/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Duval		San Diego, Freer convenience stores	5/18/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Hidalgo	Weslaco	5 social service agencies	5/18/2017	HTW Services, Clinic services	CLebus
Flyers Dist	San Patricio	Portland	5 medical offices, ER	5/19/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Jim Wells	Alice	MHMR, HEB	5/19/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Jim Wells	Orange Grove	Valero, Subway, Quik stop	5/19/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Kleberg	Kingsville	Texas A&M Kingville, C.B. College	5/19/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Kleberg	Kingsville	2 gyms, 3 restaurants	5/19/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Nueces	Corpus Christi	Texas A&M-CC, Del Mar College	5/22/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces	Corpus Christi	2 libraries, Trade Center	5/22/2017	HTW Services, Clinic services	CLebus
Presentations	Nueces	Robstown	Robstown ISD	5/23/2017	STD's (STI's)	Arredondo
Presentations	Nueces	Corpus Christi	Dress for Success	5/24/2017	HTW enrollment, clinic services	Arredondo
Events	Nueces	Corpus Christi	Serco of Texas	5/26/2017	HTW enrollment, family planning	Arredondo

M-1 Community Education/Program Promotion Calendar

Presentations/CR	Nueces	Corpus Christi	Nueces County Juvenile Detention	6/1/2017	HTW services, enrollment	Montoya
Events	Nueces	Corpus Christi	Splash Day Annual Beach Event	6/4/2017	STD/HIV prevention, HTW	CLebus
Events	Kleberg	Kingsville	Coordinated Community Response Coalition	6/6/2017	LARCs and HTW enrollment	CLebus
Presentations/CR	San Patricio	Sinton	Sinton Juvenile Detention Facility - Sinton TX	6/13/2017	STD's (STI's)	CLebus
Events	Kleberg	Kingsville	Coastal Bend Collge - Kingsville TX	6/13/2017	HTW program/eligibility	Montoya
Events	Nueces	Corpus Christi	Del Mar College	6/14/2017	HTW program/eligibility	Arredondo
Events	Jim Wells	Alice	Coastal Bend College - Alice TX	6/19/2017	HTW program/eligibility	Arredondo
Flyers Dist	Brooks	Falfurrias	5 sites	6/19/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Duval		Freer, San Diego	6/19/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Hidalgo		Pharr, Mission, Donna stores	6/19/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	San Patricio		Mathis, Odem, Taft	6/19/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Jim Wells	Alice	MHMR, HEB	6/19/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Kleberg	Kingsville	Texas A&M-Kingsville campus	6/20/2017	HTW Services, Clinic services	CLebus
Presentations/CR	Nueces	Robstown	South Texas Substance Abuse Recovery	6/20/2017	HTW enrollment	CLebus
Flyers Dist	Kleberg	Kingsville	Work Source-The Coastal Bend	6/20/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces	Port Aransas	bars	6/21/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Nueces	Robstown	Civic Center	6/22/2017	HTW Services, Clinic services	Montoya
Presentations/CR	Nueces	Corpus Christi	Gulf Coast Rehabilitation Services	6/22/2017	STD's (STI's)	CLebus
Events	Kleberg	Kingsville	Coastal Bend Collge - Kingsville TX	6/26/2017	HTW enrollment, clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	Nueces County Bootcamp	6/30/2017	Women's health services	CLebus
Events	Nueces	Corpus Christi	Hurricane Alley-Water Park	7/8/2017	HTW services, clinic services	CLebus
Events	Kleberg	Kingsville	Coastal Bend Collge - Kingsville TX	7/10/2017	HTW enrollment, clinic services	CLebus
Health Fair	Refugio	Refugio	Refugio High School - Refugio TX	7/11/2017	HTW services, Clinic services	Montoya
Health Fair	Nueces	Corpus Christi	Morgan Pediatrics	7/15/2017	HTW services, Clinic services	CLebus
Presentations	Kleberg	Kingsville	Naval Air Station SAPR Advocates	7/16/2017	Womens Health and abuse	CLebus
Events	Jim Wells	Alice	Coastal Bend College - Alice TX	7/17/2017	Benefits of LARCs	CLebus
Events	Jim Wells	Alice	Coastal Bend College - Alice TX	7/17/2017	HTW enrollment, clinic services	Arredondo
Flyers Dist	Brooks	Falfurrias	5 sites	7/18/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Duval		Benavidez, Concepcion, Freer, San Diego	7/19/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Hidalgo		McAllen - urgent care, medical offices	7/19/2017	HTW Services, Clinic services	CLebus
Flyers Dist	San Patricio		Portland stores	7/19/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Jim Wells	Alice	HEB, dollar stores	7/19/2017	HTW Services, Clinic services	Arredondo
Events	Nueces	Corpus Christi	LGBT Group St. Pauls	7/20/2017	women's health	CLebus
Flyers Dist	Jim Wells	Sandia	Convenience Store	7/20/2017	HTW services, clinic services	Montoya
Flyers Dist	Kleberg	Kingsville	businesses in clinic complex	7/21/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Nueces	Corpus Christi	Trade Center, malls,	7/21/2017	HTW Services, Clinic services	CLebus
Presentations	Kleberg	Kingsville	Coastal Bend College - Kingsville TX	7/24/2017	HTW services, WAMHS access	CLebus
Presentations/CR	Nueces	Corpus Christi	Charlie's Place - Substance Abuse Prog	7/27/2017	LARCs	Arredondo
Presentations	Bee	Beeville	Coastal Bend College - Beeville, TX	8/2/2017	HTW services, WAMHS access	CLebus
Presentations/CR	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	8/4/2017	Women's health services	CLebus
Health Fair	Nueces	Flour Bluff	Flour Bluff HS	8/4/2017	HTW services, Clinic services	Montoya
Presentations/CR	Nueces	Corpus Christi	The Council on Alcohol & Drug Abuse	8/8/2017	Contraception / Family Planning	CLebus
Health Fair	Goliad	Goliad	First United Methodist Church, Goliad TX	8/8/2017	HTW services, Clinic services	Arredondo
Events	San Patricio	Mathis	Mathis ISD	8/9/2017	HTW services, clinic services	Montoya

M-1 Community Education/Program Promotion Calendar

Health Fair	San Patricio	Mathis	Mathis ISD	8/10/2017	HTW services, Clinic services	Arredondo
Presentations/CR	San Patricio	Taft	Shoreline Recovery Inc. - Taft TX	8/11/2017	AIDS / HIV	Arredondo
Events	Jim Wells	San Diego	Jim Wells County Juvenile Probation	8/11/2017	Health Fairs	Montoya
Health Fair	Kleberg	Kingsville	Naval Air Station Family Fleet Center	8/11/2017	HTW services, Clinic services	CLebus
Events	Nueces	Corpus Christi	Making Strides Against Breast Cancer	8/14/2018	HTW & cancer screening	CLebus
Flyers Dist	Brooks	Falfurrias	5 sites	8/15/2018	HTW Services, Clinic services	Montoya
Flyers Dist	Duval		Benavidez, Concepcion, Freer, San Diego	8/18/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Hidalgo		urgent care centers, CVS, medical offices	8/21/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	San Patricio	Portland	Portland ISD, medical offices	8/21/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Jim Wells	Orange Grove	Valero, Subway	8/22/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Jim Wells	Premont	Post Office, Oasis, Dollar General	8/22/2017	HTW Services, Clinic services	Montoya
Flyers Dist	Jim Wells	Sandia	Convenience Store	8/22/2017	HTW Services, Clinic services	CLebus
Presentations	Nueces	Corpus Christi	South Texas Vocational Tech Institute	8/22/2017	HTW and cancer screening	Arredondo
Flyers Dist	Kleberg	Kingsville	Coastal Bend College, A&M Kingsville	8/23/2017	HTW Services, Clinic services	Arredondo
Flyers Dist	Kleberg	Kingsville	Kingsville ISD, Home Depot	8/23/2017	HTW services, clinic services	Arredondo
Presentations/CR	Nueces	Robstown	South Texas Substance Abuse Recovery	8/23/2017	HTW enrollment	CLebus
Flyers Dist	Nueces	Corpus Christi	Texas A&M-CC dorms Del Mar student ctr	8/23/2017	HTW Services, Clinic services	CLebus
Flyers Dist	Nueces	Corpus Christi	Trade Center, malls,	8/24/2017	HTW Services, Clinic services	Montoya
Health Fair	Kleberg	Kingsville	Kingsville ISD - Kingsville TX	8/25/2017	HTW services, Clinic services	CLebus
Events	Kleberg	Kingsville	Coordinated Comm Response Coalition -	8/25/2017	HTW Services, LARCs	CLebus
Events	Nueces	Corpus Christi	State Employee Charitable Campaign	8/28/2017	HTW services, clinic services	CLebus
Presentations/CR	Nueces	Corpus Christi	Nueces County Juvenile Bootcamp	8/28/2017	STDs, HTW enrollment	Arredondo

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

This certification pertains to the following billing or performing provider:

Provider Name Women's and Men's Health Services of the Coastal Bend, Inc.

Federal Tax ID Number 74-1460204

NPI Number 1588738389

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 3536 Holly Road

City/State/Zip Code Corpus Christi, Texas 78415

Telephone Number 361 855-9107

Provider's primary physical address:

Street Address 4410 Dillon Lane, Suite 1

City/State/Zip Code Corpus Christi, TX 78415

Telephone Number 361 857-0101

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Amanda Stukenberg. I am the provider or, if the provider is an organization, I am the provider's (title or position) CEO

I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 1/5/16 through 12/31/16

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Amanda Stukenberg

Printed Name: Amanda Stukenberg

Title: CEO

Date: 4/27/16

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

This certification pertains to the following billing or performing provider:

Provider Name Women's and Men's Health Services of the Coastal Bend, Inc.

Federal Tax ID Number 74-1460204

NPI Number 1982777256

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 3536 Holly Road

City/State/Zip Code Corpus Christi, Texas 78415

Telephone Number 361 855-9107

Provider's primary physical address:

Street Address 3536 Holly Road

City/State/Zip Code Corpus Christi, TX 78415

Telephone Number 361 855-9107

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Amanda Stukenberg. I am the provider or, if the provider is an organization, I am the provider's (title or position) CEO

I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

6. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
7. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
8. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
9. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - e. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - f. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - g. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - h. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
10. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - d) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - e) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - f) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 1/5/16 through 12/31/16

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Amanda Stukenberg

Printed Name: Amanda Stukenberg

Title: CEO

Date: 4/27/16

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Women's and Men's Health Services of the Coastal Bend, Inc.

This certification pertains to the following billing or performing provider:

Provider Name Women's and Men's Health Services of the Coastal Bend, Inc.

Federal Tax ID Number 74-1460204

NPI Number 1932517067

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 3536 Holly Road

City/State/Zip Code Corpus Christi, Texas 78415

Telephone Number 361 855-9107

Provider's primary physical address:

Street Address 1000 S. 14th Street Suite 1022B

City/State/Zip Code Kingsville, Texas 78363

Telephone Number 361 595-1875

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Amanda Stukenberg. I am the provider or, if the provider is an organization, I am the provider's (title or position) CEO. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

11. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
12. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
13. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
14. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - i. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - j. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - k. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - l. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
15. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - g) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - h) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - i) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 1/5/16 through 12/31/16

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Amanda Stukenberg

Printed Name: Amanda Stukenberg

Title: CEO

Date: 4/27/17

Section 3 Value-added Benefits

WAMHS will provide additional patient education and case management services to HTW clients at its Dillon Clinic in Nueces County as part of a Healthy Baby/Healthy Me initiative at no additional cost to HHSC. The additional services will provide training to all HTW staff on how to successfully counsel female clients to improve preconception and interconception health. The training will include identifying effective, culturally competent messages that improving a mother's health affects future birth outcomes, and strategies for reinforcing that message throughout a clinic visit. A full time coordinator will also provide case management for 250 high risk patients who intend to become pregnant within the year to ensure they take steps to improve nutrition and address chronic health problems. Clients will be provided folic acid at no cost, and a registered dietician is available on site once a week to provide nutritional counseling. In addition to the 250 high risk HTW clients seeking pregnancy, 500 pregnant women will receive case management services to ensure they access prenatal care on a timely basis and address chronic health issues. Although pregnant women do not qualify for HTW, one of the goals of this program is to ensure the 500 women continue to receive family planning and women's health services after they deliver.

Section 4- Assumptions

None

Section 5 -Appendices

FORM G #3. Amanda Stukenberg, CEO and Program Director

<u>Home</u>	<u>Business</u>
3502 Aransas Street	Women's and Men's Health Services of the Coastal Bend, Inc.
Corpus Christi, Texas 78411	3536 Holly Road, Corpus Christi, Texas 78415
361 877-8074	855-9107 855-6822 fax astukenberg@wamhs.org

Employment:	Women's & Men's Health Services of the Coastal Bend, Inc.
	Corpus Christi, Texas
	CEO 1992-present
	Program Director, women's health 1995-present
	Consultant, Title X Male Services 2008-2013
	Cardea Services, Austin, Texas

Women's Health Experience:

- Experience working directly with front desk staff, intake staff, clinical staff, eligibility, billing and IT staff, community educators, and financial reporting staff.
- Experience implementing new clinical grant programs from both an administrative and clinic door perspective.
- Experience integrating DSHS Family Planning, Expanded Primary Health Care and Texas Women's Health Program funding streams to provide care to 11,300 unduplicated clients annually at three clinics, two in Corpus Christi and one in Kingsville Texas.
- Experience in recruiting clients for women's health services, understanding what brings them initially to the clinic and how to encourage use of effective contraceptives.
- Understanding different funding mandates, policies, and rules and their impact on how services can effectively be provided.
- Successful management of high quality women's health and family planning services through Title X and XX, DSHS Family Planning, WHP, TWHP and EPHC grants.
- Successful management of Title V Teen Pregnancy Prevention grant, Title X HIV grants, and Texas Infertility Prevention Project Grants, and year federal research grant funded by Title X Office of Population Affairs to develop an affordable, replicable clinic model to increase male utilization of family planning services.
- Consultant for Cicatelli Associates and Cardea providing trainings nationwide on patient recruitment, inreach, and clinic efficiency.

Community Activities:

CC/Nueces County Health Dept Citizens Health Advisory Board Member	2001-2015
Corpus Christi Commission on Children and Youth, Board Member	2004-2008
CCISD School Health Advisory Committee	1998-2012
Coastal Bend Alliance for Youth, President	2003-2007
League of Women Voters Board Member	1996-2008
Leadership Corpus Christi	2003-2004
Texas Youth Commission York House Community Advisory Committee	1998-2004
Corpus Christi Museum of Science & History Board Member	1990-1993
Communities in Schools Board Member	1989-1992
Church of the Good Shepherd Assistant Treasurer	1987-1989

Education: BA, English, Princeton University, 1972

Form G #3. Janice Haas, Chief Financial Officer

931 Grant Place
Corpus Christi TX 78411
Email: jhpenny@yahoo.com

361.851.5197 Land
361.739.5790 Cell

Experience 03/93-Present Women's & Men's Health Services of the Coastal Bend (formerly
Planned Parenthood of South Texas) Corpus Christi TX
Finance Director

- Financial Statement preparation and reporting.
- General ledger, payroll, accounts payable, accounts receivable.
- State and Federal grant reporting.
- Budget preparation and analysis.
- Fundraising and charitable contribution reporting.
- Reporting to Executive Director and Board of Directors.

09/91 – 09/92 Corpus Christi Gas Gathering Corpus Christi TX
Accountant

- Financial statement preparation and review.
- Supervisor of general ledger and accounts payable.
- Month-end accruals and reconciliation.

08/89-02/91 Harris, Browning, Jordan & Hyden Corpus Christi TX
Accounting Manager

- Financial Statement preparation and reporting.
- New accounting software implementation.
- General ledger, payroll, accounts payable, accounts receivable.
- Trust, pension and profit sharing reconciliation.

08/85-10/88 Carl Oil & Gas Company Corpus Christi TX
Controller

- Oil and gas royalty accounting and JOA compliance.
- General ledger, payroll, accounts payable, accounts receivable.

06/82-07/85 Eastman Whipstock, Inc. Houston TX
Staff Accountant

- International and corporate headquarters accounting and operations.
- Foreign and domestic bank reconciliation, receivables and payables.
- Intern summer 1981.

Education B.S. Mathematics Texas A&M Corpus Christi 1996
B.B.A. Accounting Texas A&M 1982

Knowledge of Microsoft Excel, Word
Knowledge of Sage Accpac/BPI Accounting II

Form G #3. Shawn Marie Strain, M.D., F.A.C.O.G (Program Medical Director)
7121 South Padre Island Drive
Corpus Christi, Texas 78412

License # H9483

Employment

January 13, 2003 - Present:	Coastal Bend Women's Center, Corpus Christi, Texas (Obstetrics and Gynecology)
June 2000 – December 2002	Michele Storey, M.D., P.A. Houston, Texas (Obstetrics & Gynecology)
January 2000-May 2000	Women's Health Care Affiliates, Conroe, Texas & The Woodlands, Texas (Obstetrics & Gynecology)
July 1993 – December 1999	Coastal Bend Women's Center, Corpus Christi, Texas (Obstetrics & Gynecology)

Professional Organizations:

Fellow, American Congress of Obstetrics & Gynecology
American Medical Association
Texas Medical Association
Nueces County Medical Society

Education:

Incarnate word College
University of Texas at Austin: BA, Biology, 1983
University of Texas Health Science Center, Houston, MD 05/28/88

Internship University of Texas Health Science Center
San Antonio, 7/88 to 6/89 Family Practice

Residency University of Texas Health Science Center
San Antonio 7/89-6/93 OB/GYN

Board Certification 11/96

Form G #3. Dana X. Buchanan, RN, MS, MSN, FNP-C – Lead Clinician
112 Sabine, Portland, TX 78374

ACADEMIC PREPARATION

Master of Science in Nursing-Family Nurse Practitioner
Texas A&M University-Corpus Christi, TX, 2009

Associates Degree in Registered Nurse Education
Del Mar College, Corpus Christi, TX, 2000

Master of Science in Biology
Texas A&M University-Corpus Christi, TX 1998

Bachelor of Arts, Biology
St. Mary's University, San Antonio, TX, 1993

ACADEMIC EXPERIENCE

FNP Clinical Experience:

The Children's Clinic, Bayside Family Medicine and Urgent Care,
Johnson, Randolph Gamez and Heather Kostoff, FNP
Women's Services (OB/GYN) with Cindy Page, FNP
Internal Medicine with Heather Kostoff, FNP

Texas A&M University-Corpus Christi

Graduate Teaching Assistant, August 1996-May 1998. College of Science and Technology,
including conducting lab sections for Cytogenetics, Cellular Biology and Botany.

EMPLOYMENT

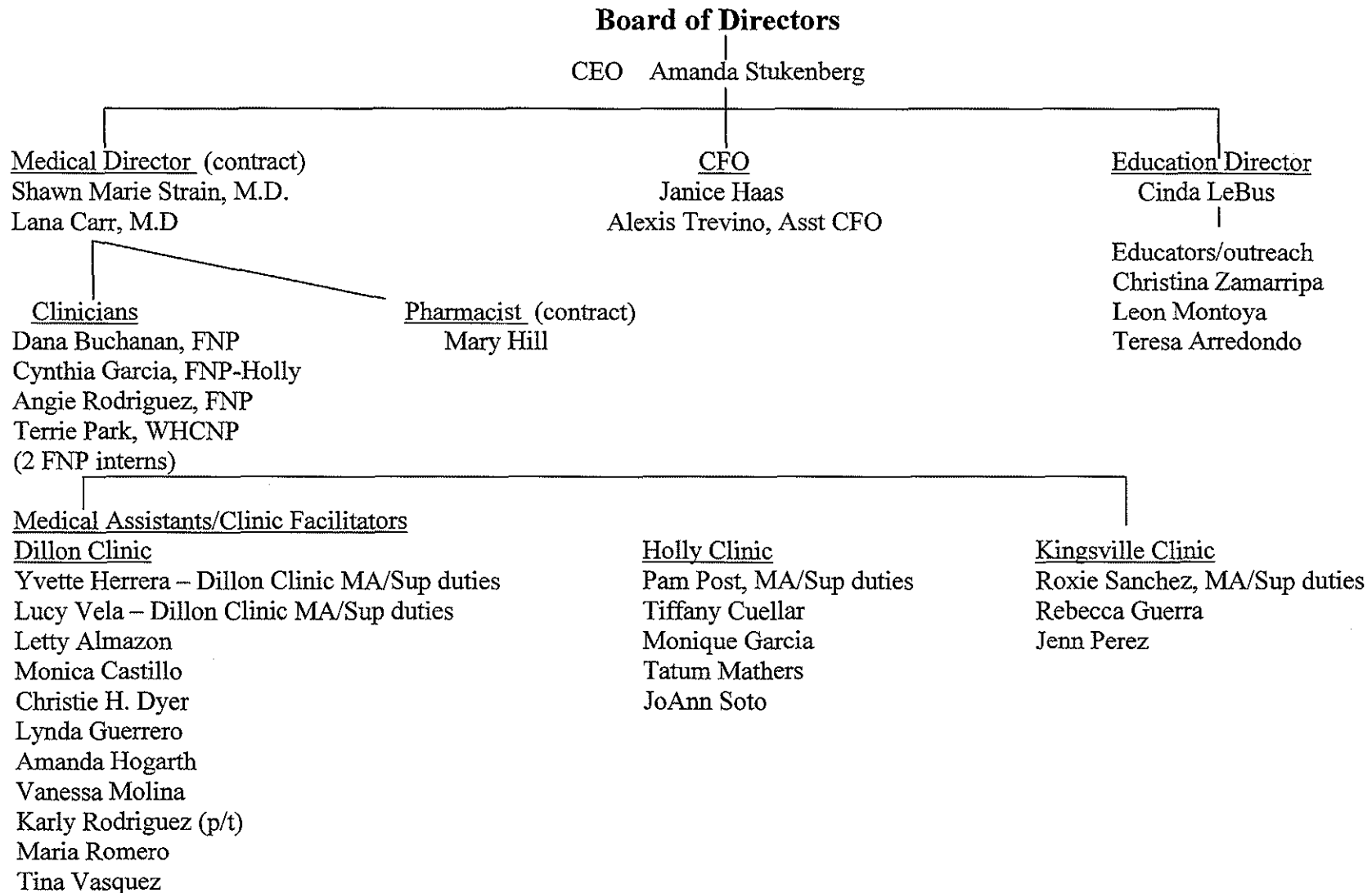
- 8/09-Present Women's and Men's Health Services, Inc. Corpus Christi, TX**
Family Nurse Practitioner, Full-Time position
- 9/11-present Texas A&M University-Corpus Christi, TX** Adjunct Clinical Faculty-
Family Nurse Practitioner MSN Students.
- 11/03-7/09 Department of Veterans Affairs Outpatient Clinic, Corpus Christi, TX**
Nursing management of patient care (acute and chronic illness).
- 11/01-2008 Surgicare Outpatient Surgery, Corpus Christi, TX** (Part-Time, PRN)
- 6/00-10/01 Christus Spohn Memorial Hospital, CC, TX** Staff Nurse-Labor & Del.
- 2/99-11/99 Renal Care Group, Christus Spohn Shoreline, Corpus Christi, TX**

PROFESSIONAL LICENSURES AND CERTIFICATIONS

Family Nurse Practitioner-Certified
American Academy of Nurse Practitioners: expires July 2019
Registered Nurse, Texas: expires 09/2016
License #669148 APRN # 118104

Form I Program Component A #e

Women's and Men's Health Services of the Coastal Bend, Inc.
ORGANIZATIONAL CHART



FORM I Program Component A #f - Administration and Management
JOB DESCRIPTION: MEDICAL DIRECTOR

Reports to: Executive Director

Classification: Contract

Working hours: varies, contract status

ESSENTIAL DUTIES AND RESPONSIBILITIES

The Medical Director is an integral part of the management team, advising on all areas of medical services, client education, overall medical policies and standards.

Is responsible to the Executive Director for directing the agency's medical program, implementing medical policy and maintaining clinical standards as established nationally recognized organizations including American Congress of Obstetricians and Gynecologists, the Office of Population Affairs Family Planning program, and World Health Organization. The Medical Director works with the lead clinician in the development and implementation of appropriate medical policies and procedures.

General Responsibilities

1. Is responsible for the development, supervision and oversight of the clinical program through development of and updating of protocols and standing delegated orders, supervision of clinical staff and QA/QI activities.
2. Advises the Executive Director and Board regarding matters of a clinical nature.
3. Consults with local providers in regard to community standards.
4. Provides medical consultations to clinicians regarding the clinical management of specific patients.
5. Advises staff and participates when necessary in the development of contract relationships with other health care delivery systems to assure continuity of care.
6. Participates in ongoing clinician in-service training.

Program Direction and Development

1. As an integral part of the management team, the Medical Director plans for organization, implementation and ongoing development of agency clinical programs. In conjunction with other key clinical staff, assists in the development and support of medical policy and protocols.
2. Supervises and is responsible for medical care at all centers. Supervises other clinicians only within the confines of his/her own training, certification or credentialing.

Administration

1. In consultation with the Executive Director, assumes responsibility for recruiting, selecting, training and evaluating qualified clinicians for the clinic coverage.
2. Actively consults with the Executive Director on the selection or release of other key patient contact personnel.
3. Reviews the credentials of clinicians.
4. Provides written guidelines for the functioning of the clinicians and staff. On at least an annual basis, provides periodic clinical reviews including reviewing medical records of clients cared for by each provider as outlined in the QA program.
5. Functionally supervises mid level clinicians providing direct care, and provides oversight of subcontracted services through QA activities.
6. Assumes legal responsibility for the policies and procedures pertaining to the general handling of pharmaceuticals and for the ordering and distribution of drugs and devices in compliance with state and federal law.
7. Assists in the training and professional education of staff and other health care workers.
8. Consults with and advises the Executive Director on a regular basis on all medical aspects of the program.
9. Participates in the development of a list of consultants or referral sources willing to care for patients referred by the agency.
10. Reviews all surgical and contraceptive complications on a regular and timely basis and ensures that all medical complications are followed according to satisfactory referral practices, and completes occurrence report forms, as necessary.
11. Leads the QA Committee in development of the annual work plan and oversight of services. Monitors through audits compliance with medical standards and oversees system for chart review to ensure adherence to protocols.

Public Relations

1. Interprets WAMHS programs to the medical community.
2. Prepares and delivers presentations upon request to civic, educational or other community groups on matters related to reproductive health care.

Qualifications

1. Medical Degree, with training and experience in family planning, OB-GYN
2. Licensed to practice in the state of Texas

STATEMENT OF FUNCTION - MEDICAL DIRECTOR (Protocol Manual)

The Medical Director(s) is (are) responsible to the Executive Director for directing the agency medical program, and for developing and implementing the agency's Medical Policies and Procedures that are consistent with nationally recognized medical standards, and the Texas Department of State Health Services. The Medical Director(s) work with the lead clinician in the development and implementation of appropriate medical policies in the agency, and is expected to embrace the vision and mission of Women's and Men's Health Services of the Coastal Bend.

General Responsibilities:

1. Advises the Executive Director and Board regarding matters of a clinical nature.
2. Provides medical consultations to clinicians regarding the clinical management of specific clients.
3. Advises agency staff and participates when necessary in the development of contact relationships with other health care delivery systems.
4. Participates in ongoing clinician in-service training.
5. Is encouraged to participate in the delivery of clinical services.
6. Assists in the development, direction and supervision of the clinical program while maintaining medical standards as established by the Medical Policy & Procedure Manual.

Program Direction and Development

1. As an integral part of the management team, the Medical Director participates in the organization, implementation and ongoing evaluation of agency programs. In conjunction with other key clinical staff, assists in the development and support of medical policy.
2. Supervises and is responsible for medical care at all agency centers. Supervises other clinicians within the confines of his/her own training, certification or credentialing.
3. Directs and supervises the medical aspects of agency programs.

Administration

1. In consultation with the Executive Director, participates in the recruiting, selecting, releasing and training of qualified clinicians for the clinic coverage.
2. Consults with Executive Director and other staff on the selection or release of other key client contact personnel.
3. Reviews the credentials of clinicians; provides observation and evaluation.

4. Provides written guidelines for the functioning of the clinicians. At least on an annual basis, provides periodic clinical reviews including reviews medical records of clients cared for by each provider as outlined in the QA program.
5. Functionally supervises physicians and nurse practitioners serving as clinicians in the agency.
6. Assumes legal responsibility for the policies and procedures pertaining to the general handling of pharmaceuticals and for the ordering and distribution of drugs and devices in compliance with state and federal law.
7. Serves as Laboratory Director, as applicable by state law.
8. Assists in the training and professional education of staff and other health workers.
9. Serves as a resource for program development, medical experience, literature reviews, etc.
10. Participates in the development of a list of consultants who are willing to care for clients referred from the agency.
11. Reviews all surgical and contraceptive complications on a regular and timely basis and ensures that all medical complications are followed according to satisfactory referral practices, and completes occurrence report forms, as necessary for insurance purposes.
12. Participates and provides leadership in the Quality Assurance program.

Public Relations

1. Interprets Women's and Men's Health Services of the Coastal Bend programs to the medical community.
2. Prepares and delivers speeches or presentations, upon request, to civic, educational, and other community groups on matters related to primary and reproductive health care and to Women's and Men's Health Services of the Coastal Bend.

Research

Initiates, develops and supervises research programs as approved by the agency board.

Qualifications

1. Medical Degree, with training and experience in family planning and primary care
2. Licensed to practice as a physician in state of Texas
3. Recommended that MD be board certified or eligible in Obstetrics and Gynecology.

FORM I Program Component A #f- Administration and Management
JOB DESCRIPTION: CEO, PROGRAM DIRECTOR

Reports to: Board of Directors

Classification: Exempt

POSITION SUMMARY:

Is responsible for overall management of the agency, consistent with the policies of the Board of Directors. Is responsible for the successful operation of all programs and services of the agency as well as the successful implementation of policies adopted by the Board of Directors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Administrative/Management

1. In conjunction with the Board of Directors, develops annual and strategic plans for services and programs needed in the community. Using the Board's plans and policies, develops objectives for carrying out the goals of the agency.
2. Reviews operating results of the organization, compares them to established objectives or benchmarks, and provides board with data on progress in meeting agency goals.
3. Is responsible for all operations of Women's and Men's Health Services clinics. Develops, monitors and maintains professional standards and practices in all aspects of the agency program in conformance with agency policy.
4. Hires, trains, evaluates, sets compensation for including bonuses and terminates all agency staff except herself/himself.
5. Prepares annual budget for board approval and supervises maintenance of proper financial systems and records.
6. Ensures that agency business is conducted in conformity with WAMHS standards of agency, legal regulations, contract language, Fair Labor Standards, Equal Employment Opportunity requirements, and protects the agency's 501(c)(3) status under the Internal Revenue Code.
7. Ensures that all necessary business licenses are secured, and that all required reports and taxes are prepared in an accurate and timely manner to local, state, federal governments, including reports related to lobbying expenditures.

Community Relations

1. Is responsible for the agency's positioning and image in the community. Promotes WAMHS through presentations and through distribution of written materials.

2. Is responsible for ensuring community programs are appropriate and professional.
3. Assists in organizing an effective public affairs and advocacy program and for establishing ongoing communications with elected officials.
4. Develops partnerships and relationships with other groups which will further the goals of the agency. Strengthens the presence of WAMHS in the community through services to the community and civic organizations.

Board Relations

1. Shares with the Board the responsibility for orientation of new board members.
2. Recommends policy and/or procedural changes for consideration or approval by committees or board. Promotes board deliberation of issues by offering information with alternatives, options and recommendations, providing expertise from staff, board and community.
3. Keeps Board informed of all operations of WAMHS and significant new regulations or rules or changes from funders, local, state or federal governments, national standards of care, the health care community, or the community-at-large which might affect operations. Keeps the board informed of program and fiscal changes.
4. Encourages and supports board members to be actively involved with WAMHS activities, and provides board with pertinent information and answers inquiries about WAMHS activities.

Clinic Operations and Program Director

Oversees all clinic operations and serves as program director for FP, EPHC and HTW projects. Is responsible for developing work plans and budget, signing contracts, managing human financial resources, staffing and staff training, licensing, making sure facilities and equipment are appropriate, scheduling, determining scope of care, purchasing, billing, IT/EMR, marketing, implementation and quality assurance activities for all health services as required by HTW, FP, Title XIX, MMC, TWHP, EPHC, and/or other fee for service or cost reimbursement contracts. Works directly in clinics alongside staff to maximize efficiency and effectiveness of programs. The Program Director is responsible for implementing the HTW program in a timely and effective manner, assuring that staff are hired and trained to provide high quality clinical, eligibility, billing and support activities according to program specifications, that IT and financial systems are in place to gather data and track billing and financial reporting, and that resources are deployed per contract budgets. The CEO is responsible for monitoring progress and making changes as necessary to successfully achieve the program's goals and objectives.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience: BA degree. Health or related field preferred. Experience in planning, administration, finance and community development essential.

Additional Experience: Three to five years experience in supervision and management. Should have experience in financial management, budgeting, and board relations. Additional experience may include family planning, program planning and fundraising. Grantwriting experience essential.

Other: Must have valid Driver's License and have a car with adequate liability insurance and be willing to use car on company business.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit, use hands to fingers, handle or feel objects, tools or controls, to talk and to hear, and to operate a motor vehicle. The employee is occasionally required to stand, walk, reach with hands and arms, stoop, kneel, crouch or crawl.

FORM I Program Component A #f - Administration and Management

JOB DESCRIPTION: ADVANCED NURSE PRACTITIONER – LEAD CLINICIAN

Reports to: Executive Director, Medical Director

Classification: Non-Exempt

Working Hours: 40 hours/week

SUMMARY

In collaboration with the Medical Director and the Executive Director, the Nurse Practitioner provides general reproductive and primary and preventive health care for men and women of all ages under the direction of the Medical Director and according to DSHS and WAMHS policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Secures health history, including obstetric, gynecologic, contraceptive, medical, surgical, sexual, family health, and psychosocial aspects, records findings accurately and succinctly.

Performs physical examinations with specific emphasis on the reproductive system, including breast examination, pelvic examination, testicular examination, cancer screening tests, and other types of more specialized procedures as specified by WAMHS guidelines and protocols

Performs, orders, interprets and evaluates tests to identify and assess patient clinical problems and health care needs as indicated by medical protocols.

Provides relevant health instruction to include family planning, nutrition, sexual counseling, and principles of health promotion and maintenance.

Formulates and implements a management plan based on normal and abnormal findings according to WAMHS protocols and professional judgment.

Ensures appropriate follow up and evaluation of client outcomes as needed in accordance with WAMHS guidelines and protocols.

Consults with Medical Director as needed.

Provides contraception according to client's choice and medical protocol.

Collaborates with other health care providers and community agencies and resources through appropriate referrals to assure a continuum of care.

When directed, acts as a preceptor and complies with placement guidelines. Orients newly employed clinicians and/or other staff.

Participates in client audits for peer review and quality control.
Interprets policies and procedures to all staff as necessary. Provides periodic evaluation of center staff in the performance of clinical skills.

Recognizes an ongoing responsibility to work for continuing improvement in the overall functioning of the clinic and to participate in QA/QI activities..

Attends committee meetings and trainings as requested.

Ensures complete confidentiality of clients and clients' services.

Ensures compliance with all WAMHS state, federal and funding guidelines.

Staffs Healthy Texas Women, FP and EPHC services.

Performs other duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must have completed an approved Nurse Practitioner education program or be certified as a NP by a national certification organization and participate in a National Credential Verification Program.

Must have current Texas license to practice nursing and be recognized as an Advanced Nurse Practitioner by the Board of Nurse Examiners.

Must be able to read, analyze, and interpret professional journals, technical procedures, or governmental regulations. Must have ability to write reports, business correspondence and procedural manuals. Must have ability to effectively present information and respond to questions from groups of clients and general public. Bilingual ability is helpful.

Must be able to communicate and interact effectively with clients, staff, physicians and volunteers to promote good staff morale. Must be able to solve practical problems and provide professional medical leadership.

Dedication to WAMHS mission and goals.

Must be able to meet the physical demands of the job in order to perform the essential functions. This includes talking, hearing, use of hands and fingers, ability to walk, reach with the hands and arms, climb and balance, stoop, kneel, crouch and crawl. This employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include the ability to adjust focus. Must be able to function in the work environment, comply with CLIA, OSHA and regulatory guidelines.

FORM I Program Component A #f - Administration and Management

JOB DESCRIPTION: MEDICAL ASSISTANT-Eligibility, Enrollment Billing Staff

Reports to: Executive Director, Nurse Practitioners, Med Asst Supervisors

Classification: Non-Exempt

Working hours: Full Time – 40 hrs. per week

The Medical Assistant is an essential part of the team approach to providing excellent clinical care to our clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Include the following; other duties may be assigned.

Telephone Acts as telephone receptionist. Promptly and courteously answers phone, triages, and schedules patients for appointments; screens clients' needs and refers appropriately.

Provides information regarding clinic services, hours, fees, policies and referrals.

Determines category of patient (new, established). Per protocol informs clients of funding available for qualified clients, documents to bring to clinic, general policies and approximate costs.

Documents in medical record all phone contact with current clients.

Places reminder calls/texts to clients prior to scheduled appointments.

Ensures confidentiality of "no-call" patients.

Reception Greets clients, sees that appropriate paperwork is filled out; gets charts set up for clinic; assures clinic flow is moving and clients' needs are met in the waiting area. Follows Customer Service guidelines.

Assures cleanliness and order in public areas.

Pulls charts before clinic starts and documents "no-shows" and refers to NP when indicated. Calls no-shows to remind of missed appointment.

Handles check out, rings up charges, accepts payments, enters all payments into computer, runs day sheets, makes up daily deposit slips and secures appropriately.

Prepares office before clinic starts and closes office at end of day.

Runs billing reports; works with Executive Director and Finance Director on billing issues.

Assists with administrative functions for no-show rates; statistical reporting.

Clinic Duties

Eligibility and Applications Provides client with an explanation of funding sources and eligibility guidelines, assesses client's eligibility for DSHS/HHSC FP, XIX and WHP, HTW programs per TMHP, DSHS and HHSC guidelines, screens for TIPP, completes screening documentation forms, assists client in completing application forms for appropriate programs including HTW, secures and copies necessary supporting documentation of income and identification, faxes or otherwise submits application documents per guidelines; enters appropriate source of pay on the client visit record billing sheet, provides intake services. Tags applications needing follow up contact to secure supporting documentation as necessary before submission; checks online with TMHP to confirm HTW eligibility has been approved at 45 days, transmits final bill to TMHP for payment.

Patient Education Provides clients with information on services, policies, value of family planning, contraceptives, STDs and other needs; observes clients for signs and symptoms of physical or emotional problems or abuse and reports to clinic director, including domestic violence, coercion or substance abuse.

Quality Assurance Participates in all quality assurance initiatives, participates in audits and serves as a member of QA committee when requested.

Staff Training Attends staff meetings and inservices, reads protocols and policies, learns changes in policies and procedures on a timely basis, makes effort to be up to date on issues in family planning. Assures teamwork—works to see that clinics run smoothly, emphasizing the team work necessary to assure that each client receives the best care possible.

Community Outreach As requested provides educational presentation to raise community awareness of availability of clinic services; provides information to media and other visitors.

Volunteers Helps recruit and train volunteers and ensure volunteers are used effectively and appropriately.

Customer Services Supports the philosophy, goals and activities of WAMHS and strives to meet the needs of every client within that context.

Other Performs such other duties as may be assigned by the clinic manager, nurse practitioner or executive director.

QUALIFICATION REQUIREMENTS

This individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or experience

High school diploma, plus one year related experience and/or training or equivalent combination of education and experience. Medical Assistant Certification preferred.

Language skills

Ability to read and comprehend simple instructions, short correspondence and memos. Ability to chart accurately. Ability to effectively communicate information in one-on-one and small group situations to customers, clients, other employees. Bilingual Spanish preferred.

Math Skills Ability to add, subtract, multiply and divide.

Reasoning ability

Ability to carry out instructions furnished in written, oral and diagram form; ability to assess clients' needs and program's resources; ability to perform appropriately in emergency situations.

Physical demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to walk, use hands to finger, handle, or feel objects, tools or controls, reach with hands and arms and talk and hear and read. The employee is frequently required to stand, sit, climb or balance; stoop, kneel crouch and crawl. The employee must frequently lift and/or move up to 10 pounds.

Other skills and abilities: Have a thorough knowledge and understanding of the basics of human reproduction, human sexuality and contraception. Protect client confidentiality and present non-judgmental attitude at all times. Present a professional appearance and manner at all times. Good communication skills, both verbal and written. Ability to relate well to clients and co-workers. An ability to work with difficult, at-risk populations and non-compliance clients. Awareness of cultural differences and willingness to work with all clients. Flexibility and ability to follow through with assigned tasks. Take initiative to see jobs are completed.

CPR certification, Valid Texas Driver's License and liability insurance.



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☒ Section 1 - Respondent and Requisition Information
 - ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☒ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☒ Section 2 c. - No
 - ☒ Section 2 d. - No
 - ☒ Section 4 - Affirmation
 - ☒ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



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HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Women's and Men's Health Services of the Coastal Bend, Inc. State of Texas VID #: 17414602049000
 Point of Contact: Amanda Stukenberg Phone #: 361 855 9107
 E-mail Address: astukenberg@wamhs.org Fax #: 361 855 6822
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0094 Bid Open Date: 03/22/2016

(mm/dd/yyyy)

Enter your company's name here: Women's and Men's Health Services of the Coastal Bend, Inc.

Requisition #: 529-16-0094

SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods, services, transportation and delivery will be subcontracted. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	946-49 Financial Services	0 %	0 %	100 %
2	948-74 Physician Professional Services	0 %	0 %	100 %
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	100 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Women's and Men's Health Services of the Coastal Bend, Inc. Requisition #: 529-16-0094

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Amanda Stukenberg Amanda Stukenberg CEO 4-27-16
Signature Printed Name Title Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: Women's and Men's Health Services of the Coastal Bend, Inc.Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: 946-49 Financial Services**SECTION B 2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbllsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
McConnell & Jones, LLP	1760488832500	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Renee J. Barry, CPA	1203118424000	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Golden and Golden CPAs, LLC	1455071325000	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Golden Triangle Minority Business Council	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council - Southwest	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Women's and Men's Health Services of the Coastal Bend, Inc. Requisition #: 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 1 Description: 946-49 Financial Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Bonnes & Pullin, P.C.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	742518603	\$ 8500	100 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Written notification of the subcontracting opportunity was sent on April 5, 2016 to three (3) Texas Certified HUBs listed in the State of Texas' search for vendors using the CMBL-HUB Directory Search with status code A, one by email and two by fax. One HUB vendor, Renee J. Barry, CPA emailed on 4/6/16 to request additional information. On 4/7/16 WAMHS emailed a copy of our 2014 audit, Form 990 and the State of Texas Single Audit. There were no further inquiries or a response after nine (9) working days from the date of notice. There was no response from the other HUB vendors solicited after nine (9) working days.

Written notification of the subcontracting opportunity was faxed on April 5, 2016 to two (2) trade organizations/development centers (a minority business council and a women's business council). The notices were accepted, but there were no responses after nine (9) working days.

The subcontractor selected is the only one who bid and is the best qualified and available in the local area.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



women's & men's health services

of the Coastal Bend, Inc.

Women's and Men's Health Services of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

McConnell & Jones, LLP
Ira Wayne McConnell
4828 Loop Central Drive, Suite 1000
Houston TX 77081
Phone: 713-968-1600
Fax: 713-968-1601
Email: info@mjlm.com

RE: Professional Services-Certified Public Accountants

Dear Mr. McConnell:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for professional financial services. I have attached the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

Audited financial statements for Non-profit Organization
Preparation of Form 990
Single Determination Audit

We are a private non-profit in Corpus Christi and these services will be scheduled annually in late spring. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Women's and Men's Health Services of the Coastal Bend</u>	State of Texas VID #: <u>17414602049000</u>
Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission (HHSC)</u>	
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> (mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than <u>5:00 p.m.</u> on <u>04/18/2016</u>	
Central Time	Date (mm/dd/yyyy)
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
<u>Financial Services for Non-profit Organization</u>	
3. Required Qualifications:	<input type="checkbox"/> - Not Applicable
<u>Certified Public Accountant</u>	
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	

* * * Communication Result Report (Apr. 5. 2016 3:59PM) * * *

1) WOMENS AND MENS HEALTH SERVICES
2)

Date/Time: Apr. 5. 2016 3:58PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
7322 Memory TX	17139681601	P. 2	OK	

Reason for error
E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection



3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
fax 361.855.6922
www.wamhs.org

April 5, 2016

McConnell & Jones, LLP
Ira Wayne McConnell
4828 Loop Central Drive, Suite 1000
Houston TX 77081
Phone: 713-968-1600
Fax: 713-968-1601
Email: info@mjhm.com

RE: Professional Services-Certified Public Accountants

Dear Mr. McConnell:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for professional financial services. I have attached the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

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Preparation of Form 990
Single Determination Audit

We are a private non-profit in Corpus Christi and these services will be scheduled annually in late spring. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,


Amanda Stukenberg
Executive Director

Women's and Men's Health Services of the Coastal Bend, Inc. (WAMHS)

RFP 529-16-0094

HUB Additional Information – 946-49 Financial Services

WAMHS' 946-49 Financial Services response to Renee Barry CPA's inquiry included 2014 Audit Report, Single Determination Report and Form 990 as subcontractor requested (see reply email - additional questions #6). Due to business sensitive information included in these documents they have purposely been excluded as backup documentation. These reports are available if necessary.

Janice Haas

From: Janice Haas [jhaas@wamhs.org]
Sent: Thursday, April 07, 2016 12:07 PM
To: 'renee.barry.cpa@gmail.com'
Subject: FW: Audit Proposal
Attachments: 2014 Audit and 2014 Form 990.pdf

Hello Ms. Barry:

Information request:
Attached 2014 Audit and Form 990

RE: additional questions

1. Fiscal year end – 12/31
2. Accounting system – Sage Accpac
3. Estimated time-May, 7 – 10 days on site. Dates are somewhat flexible but must be done by June.
4. Staff – 2
5. Balance Sheet Total Assets 2,540,000 and Total Liabilities and Net Assets 2,540,000. Revenue approximately 4,133,000 includes multiple Federal/State contracts and Private Foundation grants. Our monthly financials are on a modified accrual basis but audit report must be on accrual basis. Scope of work includes audited financials, single determination audit, form 990, Adjusting Journal Entries and in person presentation to directors once the work is completed.
6. Significant changes-the Federal/State contracts are constantly changing, contract amendments, program changes, new programs, consolidated programs. To assist you I am enclosing a copy of the previous year's audit report, Single Determination Audit and Form 990.

Thank you for your interest in submitting an audit proposal.

Janice Haas, Finance Director
Women's and Men's Health Services of the Coastal Bend, Inc.
3536 Holly Road
Corpus Christi TX 78415
361 855 9107 Phone
361 855 6822 Fax
jhaas@wamhs.org

From: Renee Barry CPA [<mailto:renee.barry.cpa@gmail.com>]
Sent: Wednesday, April 06, 2016 9:25 AM
To: aslukenberg@wamns.org
Subject: Audit Proposal

Thank you for the opportunity to consider submission of an audit proposal for Women's and Men's Health Services of the Coastal Bend. In order to consider a proposal, I would need a copy of the last audit and 990 completed and have a few additional questions.

1. What is your fiscal year end?
2. What type of accounting system do you utilize?
3. Does the organization have an estimated time for the audit to begin and is it flexible?
4. Size of your accounting staff?
5. If possible provide a copy of the year to be audited balance sheet and income statement.
6. Are there any significant changes that occurred after the previous audit?

Once the above information is received I can determine the amount of a proposal.

Renee J Barry, CPA
10102 Brantley Bend
Austin, TX 78748
(512) 636-7022
Fax: (512) 282-0847

Circular 230 Disclosure: To assure compliance with Treasury Department rules governing tax practice, I inform you that any advice contained herein (including in any attachment) (1) was not written and is not intended to be used, and cannot be used in connection with promoting, marketing or recommending to another person any transaction or matter addressed herein. Special rules apply to advice in these areas. I would be pleased to review them with you if you require such services.

This message contains information that may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy, print, or disclose to anyone the message or any information contained in the message. If you have received this e-mail by error, please advise the sender by reply and delete the message. Thank you.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4855 / Virus Database: 4477/11875 - Release Date: 03/24/16

Internal Virus Database is out of date.



women's & men's health services

of the Coastal Bend, Inc.

Women's and Men's Health Services of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Renee J. Barry, CPA
10102 Brantley Bend
Austin TX 78748-1265
Phone: 512-636-7022
Fax: 512-282-0847

RE: Professional Services-Certified Public Accountants

Dear Ms. Barry:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for professional financial services. I have attached the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

**Audited financial statements for Non-profit Organization
Preparation of Form 990
Single Determination Audit**

We are a private non-profit in Corpus Christi and these services will be scheduled annually in late spring. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Women's and Men's Health Services of the Coastal Bend</u>	State of Texas VID #: <u>17414602049000</u>
Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission (HHSC)</u>	
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> (mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than	<u>5:00 p.m.</u> on <u>04/18/2016</u>
	Central Time Date (mm/dd/yyyy)
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
<u>Financial Services for Non-profit Organization</u>	
3. Required Qualifications:	<input type="checkbox"/> - Not Applicable
<u>Certified Public Accountant</u>	
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	

* * * Communication Result Report (Apr. 5. 2016 3:55PM) * * *

1) WOMENS AND MENS HEALTH SERVICES
2)

Date/Time: Apr. 5. 2016 3:54PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
7321	Memory TX	15122820847	P. 2	OK	

Reason for error
E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection



3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Rence J. Barry, CPA
10102 Branley Bend
Austin TX 78748-1265
Phone: 512-636-7022
Fax: 512-282-0847

RE: Professional Services-Certified Public Accountants

Dear Mr. Barry:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for professional financial services. I have attached the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

Audited financial statements for Non-profit Organization
Preparation of Form 990
Single Determination Audit

We are a private non-profit in Corpus Christi and these services will be scheduled annually in late spring. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Amanda Stukenberg
Executive Director



Women's and Men's Health Services of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Golden and Golden CPAs, LLC
Tracy Golden
P.O. Box 630851
Nacogdoches TX 75963-0851
Phone: 936-674-6580
Email: TGolden@2GoldenCPAs.com

RE: Professional Services-Certified Public Accountants

Dear Ms. Golden:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for professional financial services. I have attached the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

Audited financial statements for Non-profit Organization
Preparation of Form 990
Single Determination Audit

We are a private non-profit in Corpus Christi and these services will be scheduled annually in late spring. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Women's and Men's Health Services of the Coastal Bend</u>	State of Texas VID #: <u>17414602049000</u>
Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission (HHSC)</u>	
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> (mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than	<u>5:00 p.m.</u> on <u>04/18/2016</u>
	Central Time Date (mm/dd/yyyy)
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
<u>Financial Services for Non-profit Organization</u>	
3. Required Qualifications:	<input type="checkbox"/> - Not Applicable
<u>Certified Public Accountant</u>	
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	

Janice Haas

From: Janice Haas [jhaas@wamhs.org]
Sent: Tuesday, April 05, 2016 4:15 PM
To: 'TGolden@2GoldenCPAs.com'
Subject: Accepting bid Women's and Men's Health Services of the Coastal Bend, Inc.
Attachments: 20160405154007324.pdf; _Certification_.txt

Please see attached HUB solicitation and notification form. If you need further information please contact me. Thank you.

Janice Haas
Women's and Men's Health Services of the Coastal Bend, Inc.
3536 Holly Road
Corpus Christi TX 78415
361 855 9107 Phone
361 855 6822 Fax
jhaas@wamhs.org



3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Golden and Golden CPAs, LLC
Tracy Golden
P.O. Box 630851
Nacogdoches TX 75963-0851
Phone: 936-674-6580
Email: TGolden@2GoldenCPAs.com

RE: Professional Services-Certified Public Accountants

Dear Ms. Golden:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for professional financial services. I have attached the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

Audited financial statements for Non-profit Organization
Preparation of Form 990
Single Determination Audit

We are a private non-profit in Corpus Christi and these services will be scheduled annually in late spring. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mmdd/yyyy)

SECTION C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016
 Central Time Date (mmdd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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2. Subcontracting Opportunity Scope of Work:

Financial Services for Non-profit Organization

3. Required Qualifications:

Certified Public Accountant

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable



**women's & men's
health services**
of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Bonnes & Pullin, P.C.
Certified Public Accountants
711 N. Carancahua, Suite 1836
Corpus Christi TX 78401-0579
Fax: 361 883 9970

RE: Financial Services-Certified Public Accountants

Dear Ms. Bonnes:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for financial services-Certified Public Accountants. I have included the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

Audited financial statements for Non-profit Organization
Preparation of Form 990
Single Determination Audit

The following Texas Comptroller of Public Accounts website <http://www.comptroller.texas.gov/procurement/registration/> provides a link to apply for HUB certification for your consideration in becoming a member of the HUB Program. This program affords many opportunities to minority and women owned businesses.

We are a local private non-profit clinic. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director

Enclosure



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

Financial Services for Non-profit Organization

3. Required Qualifications:

Certified Public Accountant

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable

Bonnes & Pullin, P.C.

Certified Public Accountants

711 N. Carancahua, Suite 1836
Corpus Christi, Texas 78401-0579
Phone: 361.883.3134
Fax: 361.883.9970

April 15, 2016

Amanda Stukenberg
Women's and Men's Health Services
of the Coastal Bend, Inc.
3536 Holly Road
Corpus Christi, TX 78415

Thank you for the opportunity to bid on professional services between Women's and Men's Health Services of the Coastal Bend, Inc. and our Firm. Our understanding is that the scope of the services will include an audit of the financial statements for the year ending December 31, 2016 (including determination of Single Audit requirements in accordance with *OMB Circular A-133 Compliance Supplement* and the State of Texas Uniform Grant Management Standards Chapter IV *State of Texas Single Audit Circular*) and preparation of the 2016 Form 990.

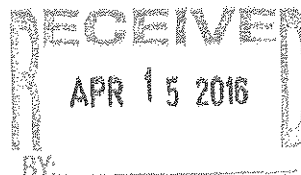
Our fees for these services will be based on actual time spent at our standard hourly rates. We have historically discounted our charges to Women's and Men's Health Services of the Coastal Bend, Inc. by approximately 25%. We estimate our fees for these services will not exceed \$17,000.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Gladys Bonnes



HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Women's and Men's Health Services of the Coastal Bend, Inc. Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: 948-74 Physician Professional Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- ☐ - Yes (If Yes, continue to SECTION B-4.)
☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/toasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
JWS Health Consultants, Inc.	1760244559900	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Truexcellence Group, LLC	1471839470400	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Destiny Staffing	1300763975300	04/05/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Golden Triangle Minority Business Council	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council - Southwest	04/05/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Women's and Men's Health Services of the Coastal Bend, Inc. Requisition #: 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 2 Description: 948-74 Physician Professional Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in
- SECTION B-1**
- . Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at
- <http://mycpa.cpa.state.tx.us/passcblsearch/index.jsp>
- . HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Strain MD, Shawn Marie	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 9800	100 %
Carr MD, Lana Baxter	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 9100	100 %
Hill, Mary B.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 4200	100 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in
- SECTION B-1**
- is
- not
- a Texas certified HUB, provide
- written
- justification for your selection process (attach additional page if necessary):

Written notification of the subcontracting opportunities were faxed on April 5, 2016 to three (3) Texas Certified HUBs listed in the State of Texas' search for vendors using the CMBL-HUB Directory Search with status code A. One HUB vendor, JWS Health Consultants, Inc. telephoned and emailed on 4/8/16 for additional information about the contract and the qualifications/location of the positions. This information was verbally given and emailed on 4/8/16 and there were no further inquiries or a response after the response due date, nine (9) working days. There was no response from the other HUB solicitations after nine (9) working days.

Written notification of the subcontracting opportunities were faxed on April 5, 2016 to two (2) trade organizations/development centers (a minority business council and a women's business council). The notices were accepted, but there were no responses after nine (9) working days.

The subcontractors selected were the only ones who bid and are the best qualified and available in the local area.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Women's and Men's Health Services of the Coastal Bend, Inc. (WAMHS)

RFP 529-16-0094

HUB Additional Information – 948-74 Physician Professional Services

WAMHS' initial 948-74 Physician Professional Services solicitation contacts included subcontracting opportunities for all contract services that are provided under RFP 529-16-0094 Healthy Texas Women Cost Reimbursement Program. This was later clarified in Package 5, Addendum #2, Vendor Questions that was released on April 15, 2016 under the Budget/Reimbursement category:

"All providers that provide HTW direct clinical services to clients through fee-for-service will bill HTW directly through TMHP".

This clarification of HUB subcontractor opportunities are for Medical Services/Medical Director and Medical Services/Pharmacist under Code 948-74 Physician Professional Services. The pap tests, sterilizations, breast and cervical cancer screening and diagnostic services will be performed and billed directly by other providers not by WAMHS.



Women's and Men's Health Services of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

JWS Health Consultants, Inc.
Jolyn Scheirman
1818 N Memorial Way, Suite 200
Houston TX 77007-8383
Phone: 713-522-7100
Fax: 713-522-0744
jws@ultrastaff.com

RE: Physician Professional Services

Dear Ms. Scheirman:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for physician professional services. I have included the HUB Subcontracting Opportunity Notification Forms. The scope of the work includes:

Part-time Medical Services/Director
Part-time Medical Services/Pharmacist
Vasectomy Services
Anesthesiologist
Surgery Facility Laparoscopic Tubal Sterilizations
Surgery Services Laparoscopic Tubal Sterilizations
Radiology Services
Pathology Services
Physician Cervical Diagnosis & Treatment

We are a private non-profit clinic in Corpus Christi. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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2. Subcontracting Opportunity Scope of Work:

Part-time Medical Services - Medical Director

3. Required Qualifications:

☐ - Not Applicable

Licensed Physician in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

**3536 Holly Road
 Corpus Christi TX 78415**



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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2. Subcontracting Opportunity Scope of Work:

Part-time Pharmacist

3. Required Qualifications:

☐ - Not Applicable

Licensed Pharmacist in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
Corpus Christi TX 78415



HUB Subcontracting Opportunity Notification Form

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34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 {mm/dd/yyyy}

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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2. Subcontracting Opportunity Scope of Work:

Physician - Urology Specialist

3. Required Qualifications:

☐ - Not Applicable

Licensed Physician in the State of Texas with specialty in urology

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

**3536 Holly Road
 Corpus Christi TX 78415**



HUB Subcontracting Opportunity Notification Form

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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

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2. Subcontracting Opportunity Scope of Work:

Anesthesiologist

3. Required Qualifications:

☐ - Not Applicable

Licensed Physician in the State of Texas with specialty in anesthesiology

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
Corpus Christi TX 78415



HUB Subcontracting Opportunity Notification Form

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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

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 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
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SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016.
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2. Subcontracting Opportunity Scope of Work:

Facility to perform Surgical Laparoscopic Tubal Sterilizations

3. Required Qualifications:

☐ - Not Applicable

Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
 Corpus Christi TX 78415



HUB Subcontracting Opportunity Notification Form

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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016.
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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2. Subcontracting Opportunity Scope of Work:

Surgical Services to perform Surgical Laparoscopic Tubal Sterilizations

3. Required Qualifications:

☐ - Not Applicable

Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
 Corpus Christi TX 78415



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

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2. Subcontracting Opportunity Scope of Work:

Radiology Services

3. Required Qualifications:

Licensed radiologist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable



HUB Subcontracting Opportunity Notification Form

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SECTION: A PRIME CONTRACTOR'S INFORMATION

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 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

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2. Subcontracting Opportunity Scope of Work:

Pathology Services

3. Required Qualifications:

☐ - Not Applicable

Licensed pathologist in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
Corpus Christi TX 78415



HUB Subcontracting Opportunity Notification Form

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SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

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2. Subcontracting Opportunity Scope of Work:

Physician to provide Cervical Diagnosis & Treatment

3. Required Qualifications:

☐ - Not Applicable

Licensed physician in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
 Corpus Christi TX 78415

* * * Communication Result Report (Apr. 5. 2016 4:08PM) * * *

1) WOMENS AND MENS HEALTH SERVICES
2)

Date/Time: Apr. 5. 2016 4:03PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
7325 Memory TX	17135220744	P. 10	OK	

Reason for error
E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection



3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

JWS Health Consultants, Inc.
Jolyn Schehrman
1818 N Memorial Way, Suite 200
Houston TX 77067-8383
Phone: 713-522-7180
Fax: 713-522-8744
jws@ultrastaff.com

RE: Physician Professional Services

Dear Ms. Schehrman:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for physician professional services. I have included the HUB Subcontracting Opportunity Notification Forms. The scope of the work includes:

Part-time Medical Services/Director
Part-time Medical Services/Pharmacist
Vasectomy Services
Anesthesiologist
Surgery Facility Laparoscopic Tubal Sterilizations
Surgery Services Laparoscopic Tubal Sterilizations
Radiology Services
Pathology Services
Physician Cervical Diagnosis & Treatment

We are a private non-profit clinic in Corpus Christi. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director

RFP 529-16-0094

Women's and Men's Health Services of the Coastal Bend, Inc.

4/8/16

Telephone Record

To: Janice Haas, WAMHS, Finance Director

From: Rebecca Orzabal, JWS Health Consultants, Director of Operations

Rebecca Orzabal, Director of Operations with JWS Health Consultants, Inc./Physician Resources, Inc. called to request further information on the HUB vendor solicitation subcontracting opportunities for physician professional services. She wanted to know if the contract was new or an existing contract. I replied that it is a new RFP for Healthy Texas Women.

Ms. Orzabal stated she would email WAMHS with any additional questions. Entire email follows.

Janice Haas

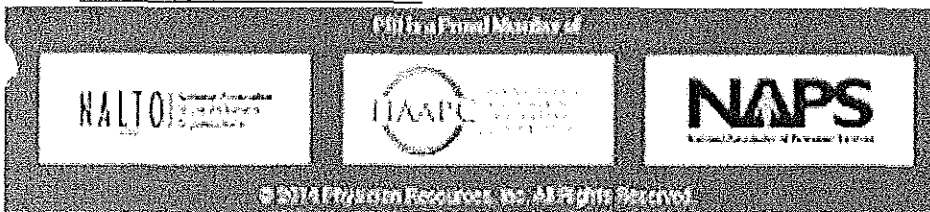
From: Rebecca Orzabal [rebecca@physicianresources.com]
Sent: Friday, April 08, 2016 4:44 PM
To: Janice Haas
Subject: RE: Thank you for your time on the phone. ~ PRI/UltraStaff

Thank you so much! We will update you next week. Have a great weekend.

Kind Regards,



Rebecca Orzabal, LVN
Director of Operations - Physician Staffing
Physician Resources, Inc. (PRI)
1818 Memorial Drive #200, Houston, TX 77007
Ph: 713-522-5355 x111; 1-800-522-7707 x111
Fax: 713-861-3303
Online: www.physicianresources.com
Email: Rebecca@physicianresources.com



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From: Janice Haas [<mailto:jhaas@wamhs.org>]
Sent: Friday, April 08, 2016 4:42 PM
To: Rebecca Orzabal
Subject: RE: Thank you for your time on the phone. ~ PRI/UltraStaff

Rebecca:

The services in the RFP are for licensed physicians and a licensed pharmacist. We have two clinics in Corpus Christi and one clinic in Kingsville. The positions are currently filled with professionals in our community, but in accordance with the RFP requirements we are reaching out for interested professionals.

Thank you.

Janice Haas
Women's and Men's Health Services of the Coastal Bend, Inc.
3536 Holly Road

Corpus Christi TX 78415
361 855 9107 Phone
361 855 6822 Fax
jhaas@wamhs.org

From: Rebecca Orzabal [<mailto:rebecca@physicianresources.com>]
Sent: Friday, April 08, 2016 3:39 PM
To: jhaas@wamhs.org
Subject: Thank you for your time on the phone. ~ PRI/UltraStaff

Janice,

Thank you for your time on the phone. I have just a few more questions. Are the services in your RFP only for Physicians?

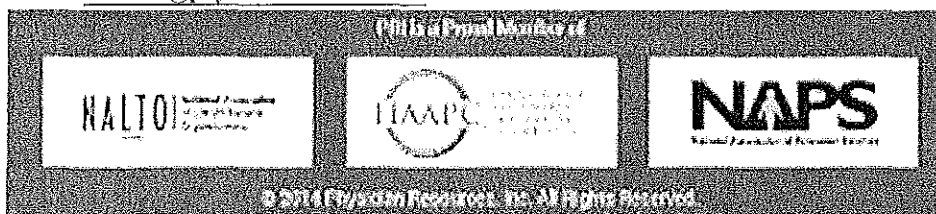
What cities are you going to be working with?

Thank you in advance and I look forward to your response.

Kind Regards,



Rebecca Orzabal, LVN
Director of Operations - Physician Staffing
Physician Resources, Inc. (PRI)
1818 Memorial Drive #200, Houston, TX 77007
Ph: 713-522-5355 x111; 1-800-522-7707 x111
Fax: 713-861-3303
Online: www.physicianresources.com
Email: Rebecca@physicianresources.com



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No virus found in this message.
Checked by AVG - www.avg.com

Version: 2014.0.4855 / Virus Database: 4477/11875 - Release Date: 03/24/16

Internal Virus Database is out of date.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4855 / Virus Database: 4477/11875 - Release Date: 03/24/16

Internal Virus Database is out of date.



women's & men's health services

of the Coastal Bend, Inc.

Women's and Men's Health Services of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Truexcellence Group, LLC
Edilsa Wood
1211 White Lake Drive
Irving TX 75060-6648
Phone: 469-729-7717
Fax: 844-427-6074

RE: Physician Professional Services

Dear Ms. Wood:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for physician professional services. I have included the HUB Subcontracting Opportunity Notification Forms. The scope of the work includes:

- Part-time Medical Services/Director
- Part-time Medical Services/Pharmacist
- Vasectomy Services
- Anesthesiologist
- Surgery Facility Laparoscopic Tubal Sterilizations
- Surgery Services Laparoscopic Tubal Sterilizations
- Radiology Services
- Pathology Services
- Physician Cervical Diagnosis & Treatment

We are a private non-profit clinic in Corpus Christi. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director



HUB Subcontracting Opportunity Notification Form

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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

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 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
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2. Subcontracting Opportunity Scope of Work:

Part-time Medical Services - Medical Director

3. Required Qualifications:

Licensed Physician in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

**3536 Holly Road
Corpus Christi TX 78415**

☐ - Not Applicable



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2. Subcontracting Opportunity Scope of Work:

Part-time Pharmacist

3. Required Qualifications:

Licensed Pharmacist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

**3536 Holly Road
 Corpus Christi TX 78415**

☐ - Not Applicable



HUB Subcontracting Opportunity Notification Form

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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016
 Central Time Date (mm/dd/yyyy)

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2. Subcontracting Opportunity Scope of Work:

Physician - Urology Specialist

3. Required Qualifications:

Licensed Physician in the State of Texas with specialty in urology

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

**3536 Holly Road
Corpus Christi TX 78415**

☐ - Not Applicable



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 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

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2. Subcontracting Opportunity Scope of Work:

Anesthesiologist

3. Required Qualifications:

Licensed Physician in the State of Texas with specialty in anesthesiology

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable



HUB Subcontracting Opportunity Notification Form

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SECTION: A PRIME CONTRACTOR'S INFORMATION

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 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

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2. Subcontracting Opportunity Scope of Work:

Facility to perform Surgical Laparoscopic Tubal Sterilizations

3. Required Qualifications:

☐ - Not Applicable

Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
 Corpus Christi TX 78415



HUB Subcontracting Opportunity Notification Form

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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Women's and Men's Health Services of the Coastal Bend</u>	State of Texas VID #: <u>17414602049000</u>
Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
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Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> <small>(mm/dd/yyyy)</small>
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
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2. Subcontracting Opportunity Scope of Work:	
<u>Surgical Services to perform Surgical Laparoscopic Tubal Sterilizations</u>	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
<u>Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas</u>	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	



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Point-of-Contact: Mahsa Azadi, CTPM

Phone #: 512-406-2410

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{mm/dd/yyyy}

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2. Subcontracting Opportunity Scope of Work:

Radiology Services

3. Required Qualifications:

☐ - Not Applicable

Licensed radiologist in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
Corpus Christi TX 78415



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2. Subcontracting Opportunity Scope of Work:

Pathology Services

3. Required Qualifications:

Licensed pathologist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable



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Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
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2. Subcontracting Opportunity Scope of Work:	
<u>Physician to provide Cervical Diagnosis & Treatment</u>	
3. Required Qualifications:	<input type="checkbox"/> - Not Applicable
<u>Licensed physician in the State of Texas</u>	
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	

* * * Communication Result Report (Apr. 5. 2016 4:06PM) * * *

1) WOMENS AND MENS HEALTH SERVICES
2)

ate/Time: Apr. 5. 2016 4:02PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
7324	Memory TX	18444276074	P. 10	OK	

Reason for error

E. 1) Hang up or line fall
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection



3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Truexcellence Group, LLC
Edits Wood
1211 White Lake Drive
Irving TX 75060-6648
Phone: 469-729-7717
Fax: 844-427-6074

RE: Physician Professional Services

Dear Ms. Wood:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for physician professional services. I have included the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

Part-time Medical Services/Director
Part-time Medical Services/Pharmacist
Vasectomy Services
Anesthesiologist
Surgery Facility Laparoscopic Tubal Sterilizations
Surgery Services Laparoscopic Tubal Sterilizations
Radiology Services
Pathology Services
Physician Cervical Diagnosis & Treatment

We are a private non-profit clinic in Corpus Christi. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stulzenberg
Amanda Stulzenberg
Executive Director



**women's & men's
health services**
of the Coastal Bend, Inc.

Women's and Men's Health Services of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

**Destiny Staffing
Gail Moore
2402 52nd Street, Suite 1A
Lubbock TX 79412-2500
Phone: 806-748-1666
Fax: 806-748-1940
cgmdestiny@att.net**

RE: Physician Professional Services

Dear Ms. Moore:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for physician professional services. I have included the HUB Subcontracting Opportunity Notification Forms. The scope of the work includes:

**Part-time Medical Services/Director
Part-time Medical Services/Pharmacist
Vasectomy Services
Anesthesiologist
Surgery Facility Laparoscopic Tubal Sterilizations
Surgery Services Laparoscopic Tubal Sterilizations
Radiology Services
Pathology Services
Physician Cervical Diagnosis & Treatment**

We are a private non-profit clinic in Corpus Christi. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

**Amanda Stukenberg
Executive Director**



HUB Subcontracting Opportunity Notification Form

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SECTION A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM
 Requisition #: 529-16-0094 Bid Open Date: 03/22/2016
 (mm/dd/yyyy)

SECTION C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016
 Central Time Date (mm/dd/yyyy)

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2. Subcontracting Opportunity Scope of Work:

Part-time Medical Services - Medical Director

3. Required Qualifications:

☐ - Not Applicable

Licensed Physician in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

**3536 Holly Road
 Corpus Christi TX 78415**



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2. Subcontracting Opportunity Scope of Work:

Part-time Pharmacist

3. Required Qualifications:

☐ - Not Applicable

Licensed Pharmacist in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

**3536 Holly Road
 Corpus Christi TX 78415**



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2. Subcontracting Opportunity Scope of Work:

Physician - Urology Specialist

3. Required Qualifications:

☐ - Not Applicable

Licensed Physician in the State of Texas with specialty in urology

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

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 Corpus Christi TX 78415**



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2. Subcontracting Opportunity Scope of Work:

Anesthesiologist

3. Required Qualifications:

☐ - Not Applicable

Licensed Physician in the State of Texas with specialty in anesthesiology

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

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2. Subcontracting Opportunity Scope of Work:

Facility to perform Surgical Laparoscopic Tubal Sterilizations

3. Required Qualifications:

☐ - Not Applicable

Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

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2. Subcontracting Opportunity Scope of Work:

Surgical Services to perform Surgical Laparoscopic Tubal Sterilizations

3. Required Qualifications:

☐ - Not Applicable

Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

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2. Subcontracting Opportunity Scope of Work:

Radiology Services

3. Required Qualifications:

Licensed radiologist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

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☐ - Not Applicable



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2. Subcontracting Opportunity Scope of Work:

Pathology Services

3. Required Qualifications:

☐ - Not Applicable

Licensed pathologist in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
Corpus Christi TX 78415



HUB Subcontracting Opportunity Notification Form

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SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016.
 Central Time Date (mm/dd/yyyy)

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2. Subcontracting Opportunity Scope of Work:

Physician to provide Cervical Diagnosis & Treatment

3. Required Qualifications:

Licensed physician in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

**3536 Holly Road
Corpus Christi TX 78415**

☐ - Not Applicable

Janice Haas

From: Janice Haas [jhaas@wamhs.org]
Sent: Tuesday, April 05, 2016 4:46 PM
To: 'cgmdestiny@att.net'
Subject: HUB bids for Professional Services Women's and Men's Health Services of the Coastal Bend, Inc.
Attachments: 20160405161412246.pdf; _Certification_.txt

Please find attached a letter and HUB Subcontracting Opportunity Notification Forms for physician professional services. If you need further information please contact me. Thank you.

Janice Haas
Women's and Men's Health Services of the Coastal Bend, Inc.
3536 Holly Road
Corpus Christi TX 78415
361 855 9107 Phone
361 855 6822 Fax
jhaas@wamhs.org



3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Destiny Staffing
Gail Moore
2402 52nd Street, Suite 1A
Lubbock TX 79412-2500
Phone: 806-748-1666
Fax: 806-748-1940
cgmdesiny@att.net

RE: Physician Professional Services

Dear Ms. Moore:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for physician professional services. I have included the HUB Subcontracting Opportunity Notification Forms. The scope of the work includes:

- Part-time Medical Services/Director
- Part-time Medical Services/Pharmacist
- Vasectomy Services
- Anesthesiologist
- Surgery Facility Laparoscopic Tubal Sterilizations
- Surgery Services Laparoscopic Tubal Sterilizations
- Radiology Services
- Pathology Services
- Physician Cervical Diagnosis & Treatment

We are a private non-profit clinic in Corpus Christi. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director



HUB Subcontracting Opportunity Notification Form

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Company Name: <u>Women's and Men's Health Services of the Coastal Bend</u>	State of Texas VID #: <u>17414602049000</u>
Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission (HHSC)</u>	
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> (mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
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Central Time	Date (mm/dd/yyyy)
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
<u>Part-time Medical Services - Medical Director</u>	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
<u>Licensed Physician in the State of Texas</u>	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	



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2. Subcontracting Opportunity Scope of Work:

Part-time Pharmacist

3. Required Qualifications:

Licensed Pharmacist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable



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2. Subcontracting Opportunity Scope of Work:

Physician - Urology Specialist

3. Required Qualifications:

Licensed Physician in the State of Texas with specialty in urology

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

**3536 Holly Road
Corpus Christi TX 78415**

☐ - Not Applicable



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2. Subcontracting Opportunity Scope of Work:

Anesthesiologist

3. Required Qualifications:

Licensed Physician in the State of Texas with specialty in anesthesiology

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable



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2. Subcontracting Opportunity Scope of Work:

Facility to perform Surgical Laparoscopic Tubal Sterilizations

3. Required Qualifications:

☐ - Not Applicable

Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
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2. Subcontracting Opportunity Scope of Work:	
<u>Surgical Services to perform Surgical Laparoscopic Tubal Sterilizations</u>	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
<u>Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas</u>	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	



HUB Subcontracting Opportunity Notification Form

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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 p.m. on 04/18/2016
 Central Time Date (mm/dd/yyyy)

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2. Subcontracting Opportunity Scope of Work:

Radiology Services

3. Required Qualifications:

Licensed radiologist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable



HUB Subcontracting Opportunity Notification Form

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Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

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2. Subcontracting Opportunity Scope of Work:

Pathology Services

3. Required Qualifications:

Licensed pathologist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable



HUB Subcontracting Opportunity Notification Form

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2. Subcontracting Opportunity Scope of Work:

Physician to provide Cervical Diagnosis & Treatment

3. Required Qualifications:

☐ - Not Applicable

Licensed physician in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
 Corpus Christi TX 78415

* * * Communication Result Report (Apr. 5. 2016 4:10PM) * * *

1) WOMENS AND MENS HEALTH SERVICES
2)

Date/Time: Apr. 5. 2016 4:01PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
7323 Memory TX	18067481940	P. 10	E-3) 3)	P. 1-10

Reason for error
E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection



**women's & men's
health services**
of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Destiny Staffing
Gail Moore
2402 52nd Street, Suite 1A
Lubbock TX 79412-2500
Phone: 806-748-1666
Fax: 806-748-1940
egmdesiny@att.net

RE: Physician Professional Services

Dear Ms. Moore:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for physician professional services. I have included the HUB Subcontracting Opportunity Notification Forms. The scope of the work includes:

- Part-time Medical Services/Director
- Part-time Medical Services/Pharmacist
- Vasectomy Services
- Anesthesiologist
- Surgery Facility Laparoscopic Tubal Sterilizations
- Surgery Services Laparoscopic Tubal Sterilizations
- Radiology Services
- Pathology Services
- Physician Cervical Diagnosis & Treatment

We are a private non-profit clinic in Corpus Christi. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stakenberg

Amanda Stakenberg
Executive Director

Shawn Marie Strain, M.D. 301 Bermuda Place Corpus Christi, Texas 78411

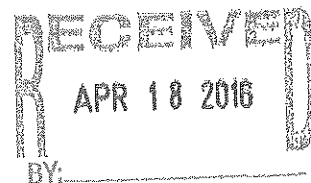
April 15, 2016

Women's and Men's Health Services of the Coastal Bend, Inc.
Attn: Amanda Stukenberg
3536 Holly Road
Corpus Christi TX 78415

I am submitting a bid for physician professional services as Medical Director at Women's and Men's Health Services of the Coastal Bend, Inc. for \$1,564.00 per month.



Shawn Marie Strain, M.D.





HUB Subcontracting Opportunity Notification Form

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SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Women's and Men's Health Services of the Coastal Bend</u>	State of Texas VID #: <u>17414602049000</u>
Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission (HHSC)</u>	
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> <small>(mm/dd/yyyy)</small>
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
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2. Subcontracting Opportunity Scope of Work: <u>Part-time Medical Services - Medical Director</u>	
3. Required Qualifications: <u>Licensed Physician in the State of Texas</u> <div style="text-align: right;"><input type="checkbox"/> - Not Applicable</div>	
4. Bonding/Insurance Requirements: <u>Contractor to carry professional liability insurance</u> <div style="text-align: right;"><input type="checkbox"/> - Not Applicable</div>	
5. Location to review plans/specifications: <u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u> <div style="text-align: right;"><input type="checkbox"/> - Not Applicable</div>	



**women's & men's
health services**
of the Coastal Bend, Inc.

Women's and Men's Health Services of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Shawn Marie Strain, M.D.
301 Bermuda Place
Corpus Christi TX 78411

RE: Physician Professional Services-Medical Director Contract

Dear Dr. Strain:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for physician professional services-Medical Director. I have included the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

Part-time Medical Services/Medical Director

The following Texas Comptroller of Public Accounts website <http://www.comptroller.texas.gov/procurement/registration/> provides a link to apply for HUB certification for your consideration in becoming a member of the HUB Program. This program affords many opportunities to minority and women owned businesses.

We are a local private non-profit clinic. If you need any additional information please contact me or Janice Haas. Thank you.

Sincerely,

Amanda Stukenberg
Executive Director


Enclosure

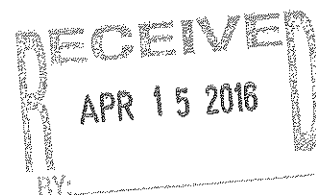
**Lana Baxter Carr, M.D.
5083 Siesta Loop
Robstown TX 78380**

April 13, 2016

**Women's and Men's Health Services of the Coastal Bend, Inc.
Attn: Amanda Stukenberg
3536 Holly Road
Corpus Christi TX 78415**

**I am submitting a bid for professional services as Medical Director at
Women's and Men's Health Services of the Coastal Bend, Inc. for \$1,400.00
per month.**


Lana Baxter Carr, M.D.





**women's & men's
health services**
of the Coastal Bend, Inc.

Women's and Men's Health Services of the Coastal Bend, Inc.

3536 Holly Road
Corpus Christi, Texas 78415
361.855.9107
(fax) 361.855.6822
www.wamhs.org

April 5, 2016

Lana Baxter Carr, M.D.
5083 Siesta Loop
Robstown TX 78380

RE: Physician Professional Services-Medical Director Contract

Dear Dr. Carr:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for physician professional services-Medical Director. I have included the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

Part-time Medical Services/Medical Director

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Sincerely,

Amanda Stukenberg
Executive Director

Enclosure



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2. Subcontracting Opportunity Scope of Work:	
<u>Part-time Medical Services - Medical Director</u>	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
<u>Licensed Physician in the State of Texas</u>	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	

Mary B. Hill
4826 Lake Granberry
Corpus Christi TX 78413

April 8, 2016

Women's and Men's Health Services of the Coastal Bend, Inc.
Attn: Amanda Stukenberg
3536 Holly Road
Corpus Christi TX 78415

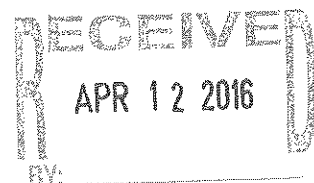
Dear Amanda:

I am submitting a bid as a subcontractor at WAMHS. I am available for \$520/mo as a part-time pharmacist. Thank you.

Sincerely,



Mary B. Hill, Registered Pharmacist





women's & men's health services

of the Coastal Bend, Inc.

Women's and Men's Health Services of the Coastal Bend, Inc.

3536 Holly Road

Corpus Christi, Texas 78415

361.855.9107

(fax) 361.855.6822

www.wamhs.org

April 5, 2016

Mary B. Hill
4826 Lake Granberry
Corpus Christi TX 78413

RE: Physician Professional Services-Registered Pharmacist Contract

Dear Ms. Hill:

We are currently accepting bids from HUB (Historically Underutilized Businesses) and potential HUB vendors for subcontracting opportunities for professional services-Pharmacist. I have included the HUB Subcontracting Opportunity Notification Form. The scope of the work includes:

Part-time Medical Services/Pharmacist

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We are a local private non-profit clinic. If you need any additional information, please contact me or Janice Haas. Thank you.

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Executive Director

Enclosure



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 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

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 Point-of-Contact: Mahsa Azadi, CTPM Phone #: 512-406-2410
 Requisition #: 529-16-0094 Bid Open Date: 03/22/2016
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 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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2. Subcontracting Opportunity Scope of Work:

Part-time Pharmacist

3. Required Qualifications:

Licensed Pharmacist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

**3536 Holly Road
 Corpus Christi TX 78415**

☐ - Not Applicable



3536 Holly Road
Corpus Christi TX 78415
Phone: 361-855-9107
Fax: 361-855-6822
EIN: 74-1460204

TO: Golden Triangle Minority Council

FAX NUMBER: (409)722-5402

Date: 4/5/2016

NUMBER OF PAGES INCLUDING COVER SHEET: 12

COMMENTS:

HUB Subcontracting Opportunity Notifications to follow.
Part-time Medical Services/Director, Part-time Medical
Services/Registered Pharmacist, Vasectomy Services,
Anesthesiologist, Surgery Facility Laparoscopic Tubal
Sterilizations, Surgery Services Laparoscopic Tubal
Sterilizations, Laboratory Services, Radiology Services,
Pathology Services, Physician Cervical Diagnosis &
Treatment and Financial Services.

FROM: Janice Haas, Finance Director (jhaas@wamhs.org)

DISCLAIMER: The information contained in this facsimile message is intended for the sole confidential use of the designated recipients and may contain confidential information. If you have received this information in error, any review, dissemination, distribution or copying of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail or if electronic, reroute back to the sender. Thank you.
If you do not receive all pages, please call the sender at the above number.



HUB Subcontracting Opportunity Notification Form

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SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Women's and Men's Health Services of the Coastal Bend</u>	State of Texas VID #: <u>17414602049000</u>
Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission (HHSC)</u>	
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> (mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than	<u>5:00 p.m.</u> on <u>04/18/2016</u> Central Time Date (mm/dd/yyyy)
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2. Subcontracting Opportunity Scope of Work:	
<u>Part-time Medical Services - Medical Director</u>	
3. Required Qualifications:	<input type="checkbox"/> - Not Applicable
<u>Licensed Physician in the State of Texas</u>	
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	



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 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC) Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mmdd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

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2. Subcontracting Opportunity Scope of Work:

Part-time Pharmacist

3. Required Qualifications:

Licensed Pharmacist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

**3536 Holly Road
Corpus Christi TX 78415**

☐ - Not Applicable



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

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Company Name: <u>Women's and Men's Health Services of the Coastal Bend</u>	State of Texas VID #: <u>17414602049000</u>
Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
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2. Subcontracting Opportunity Scope of Work:	
Physician - Urology Specialist	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
Licensed Physician in the State of Texas with specialty in urology	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
Contractor to carry professional liability insurance	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
3536 Holly Road Corpus Christi TX 78415	



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 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

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 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 03/22/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

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1. Potential Subcontractor's Bid Response Due Date:

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2. Subcontracting Opportunity Scope of Work:

Anesthesiologist

3. Required Qualifications:

☐ - Not Applicable

Licensed Physician in the State of Texas with specialty in anesthesiology

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
Corpus Christi TX 78415





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E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
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Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> <small>(mm/dd/yyyy)</small>
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,</p> <p style="text-align: center;">we must receive your bid response no later than <u>5:00 p.m.</u> on <u>04/18/2016</u>.</p> <p style="text-align: center;"><small>Central Time Date (mm/dd/yyyy)</small></p>	
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2. Subcontracting Opportunity Scope of Work:	
<u>Surgical Services to perform Surgical Laparoscopic Tubal Sterilizations</u>	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
<u>Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas</u>	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	



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2. Subcontracting Opportunity Scope of Work:	
Laboratory Services - Laboratory & Preoperative Procedures	
3. Required Qualifications:	<input type="checkbox"/> - Not Applicable
CLIA Certified	
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
Contractor to carry professional liability insurance	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
3536 Holly Road Corpus Christi TX 78415	



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Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
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<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
<u>Radiology Services</u>	
3. Required Qualifications:	<input type="checkbox"/> - Not Applicable
<u>Licensed radiologist in the State of Texas</u>	
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	



HUB Subcontracting Opportunity Notification Form

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SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Women's and Men's Health Services of the Coastal Bend</u>	State of Texas VID #: <u>17414602049000</u>
Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission (HHSC)</u>	
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> <small>(mm/dd/yyyy)</small>
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,</p> <p style="text-align: center;">we must receive your bid response no later than <u>5:00 p.m.</u> on <u>04/18/2016</u></p> <p style="text-align: center;"><small>Central Time Date (mm/dd/yyyy)</small></p>	
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2. Subcontracting Opportunity Scope of Work:	
<u>Pathology Services</u>	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
<u>Licensed pathologist in the State of Texas</u>	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	



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Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
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2. Subcontracting Opportunity Scope of Work:	
<u>Physician to provide Cervical Diagnosis & Treatment</u>	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
<u>Licensed physician in the State of Texas</u>	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	



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Point-of-Contact: <u>Amanda Stukenberg or Janice Haas</u>	Phone #: <u>361-855-9107</u>
E-mail Address: <u>astukenberg@wamhs.org or jhaas@wamhs.org</u>	Fax #: <u>361-855-6822</u>
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2. Subcontracting Opportunity Scope of Work:	
<u>Financial Services for Non-profit Organization</u>	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
<u>Certified Public Accountant</u>	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
<u>Contractor to carry professional liability insurance</u>	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
<u>3536 Holly Road</u> <u>Corpus Christi TX 78415</u>	

* * * Communication Result Report (Apr. 5. 2016 3:42PM) * * *

1) WOMENS AND MENS HEALTH SERVICES
2)

Date/Time: Apr. 5. 2016 3:31PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
7316 Memory TX	14097225402	P. 12	OK	

Reason for error

E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection



3536 Holly Road
Corpus Christi TX 78415
Phone: 361-855-9107
Fax: 361-855-6822
EIN: 74-1460204

TO: Golden Triangle Minority Council

FAX NUMBER: (409)722-5402

Date: 4/5/2016

NUMBER OF PAGES INCLUDING COVER SHEET: 12

COMMENTS:

HUB Subcontracting Opportunity Notifications to follow.
Part-time Medical Services/Director, Part-time Medical
Services/Registered Pharmacist, Vasectomy Services,
Anesthesiologist, Surgery Facility Laparoscopic Tubal
Sterilizations, Surgery Services Laparoscopic Tubal
Sterilizations, Laboratory Services, Radiology Services,
Pathology Services, Physician Cervical Diagnosis &
Treatment and Financial Services.

FROM: Janice Haas, Finance Director (jhaas@wamhs.org)

DISCLAIMER: The information contained in this facsimile message is intended for the sole confidential use of the designated recipients and may contain confidential information. If you have received this information in error, any review, dissemination, distribution or copying of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail or if electronic, reroute back to the sender. Thank you.
If you do not receive all pages, please call the sender at the above number.



3536 Holly Road
Corpus Christi TX 78415
Phone: 361-855-9107
Fax: 361-855-6822
EIN: 74-1460204

TO: Women's Business Council - Southwest

FAX NUMBER: (817)299-0949

Date: 4/5/2016

NUMBER OF PAGES INCLUDING COVER SHEET: 12

COMMENTS:

HUB Subcontracting Opportunity Notifications to follow.
Part-time Medical Services/Director, Part-time Medical
Services/Registered Pharmacist, Vasectomy Services,
Anesthesiologist, Surgery Facility Laparoscopic Tubal
Sterilizations, Surgery Services Laparoscopic Tubal
Sterilizations, Laboratory Services, Radiology Services,
Pathology Services, Physician Cervical Diagnosis &
Treatment and Financial Services.

FROM: Janice Haas, Finance Director (jhaas@wamhs.org)

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If you do not receive all pages, please call the sender at the above number.



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SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC)
 Point-of-Contact: Mahsa Azadi, CTPM Phone #: 512-406-2410
 Requisition #: 529-16-0094 Bid Open Date: 03/22/2016
 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

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2. Subcontracting Opportunity Scope of Work:

Part-time Medical Services - Medical Director

3. Required Qualifications:

Licensed Physician in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

**3536 Holly Road
 Corpus Christi TX 78415**

☐ - Not Applicable



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 (mm/dd/yyyy)

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2. Subcontracting Opportunity Scope of Work:

Part-time Pharmacist

3. Required Qualifications:

Licensed Pharmacist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

**3536 Holly Road
Corpus Christi TX 78415**

☐ - Not Applicable



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 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

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2. Subcontracting Opportunity Scope of Work:

Physician - Urology Specialist

3. Required Qualifications:

☐ - Not Applicable

Licensed Physician in the State of Texas with specialty in urology

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

**3536 Holly Road
 Corpus Christi TX 78415**



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We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Women's and Men's Health Services of the Coastal Bend State of Texas VID #: 17414602049000
 Point-of-Contact: Amanda Stukenberg or Janice Haas Phone #: 361-855-9107
 E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org Fax #: 361-855-6822

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC)
 Point-of-Contact: Mahsa Azadi, CTPM Phone #: 512-406-2410
 Requisition #: 529-16-0094 Bid Open Date: 03/22/2016
 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,
 we must receive your bid response no later than 5:00 p.m. on 04/18/2016
 Central Time Date (mm/dd/yyyy)

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2. Subcontracting Opportunity Scope of Work:

Anesthesiologist

3. Required Qualifications:

☐ - Not Applicable

Licensed Physician in the State of Texas with specialty in anesthesiology

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
Corpus Christi TX 78415



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2. Subcontracting Opportunity Scope of Work:

Facility to perform Surgical Laparoscopic Tubal Sterilizations

3. Required Qualifications:

☐ - Not Applicable

Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
Corpus Christi TX 78415



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2. Subcontracting Opportunity Scope of Work:

Surgical Services to perform Surgical Laparoscopic Tubal Sterilizations

3. Required Qualifications:

☐ - Not Applicable

Surgical services shall be provided by or under the direction of practitioners licensed by the laws of the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
 Corpus Christi TX 78415



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State of Texas VID #: 17414602049000

Point-of-Contact: Amanda Stukenberg or Janice Haas

Phone #: 361-855-9107

E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org

Fax #: 361-855-6822

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Agency Name: Texas Health and Human Services Commission (HHSC)

Point-of-Contact: Mahsa Azadi, CTPM

Phone #: 512-406-2410

Requisition #: 529-16-0094

Bid Open Date: 03/22/2016

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2. Subcontracting Opportunity Scope of Work:

Laboratory Services - Laboratory & Preoperative Procedures

3. Required Qualifications:

CLIA Certified

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable



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State of Texas VID #: 17414602049000

Point-of-Contact: Amanda Stukenberg or Janice Haas

Phone #: 361-855-9107

E-mail Address: astukenberg@wamhs.org or jhaas@wamhs.org

Fax #: 361-855-6822

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission (HHSC)

Point-of-Contact: Mahsa Azadi, CTPM

Phone #: 512-406-2410

Requisition #: 529-16-0094

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2. Subcontracting Opportunity Scope of Work:

Radiology Services

3. Required Qualifications:

☐ - Not Applicable

Licensed radiologist in the State of Texas

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Contractor to carry professional liability insurance

5. Location to review plans/specifications:

☐ - Not Applicable

3536 Holly Road
Corpus Christi TX 78415



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2. Subcontracting Opportunity Scope of Work:

Pathology Services

3. Required Qualifications:

Licensed pathologist in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
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2. Subcontracting Opportunity Scope of Work:

Physician to provide Cervical Diagnosis & Treatment

3. Required Qualifications:

Licensed physician in the State of Texas

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

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Corpus Christi TX 78415

☐ - Not Applicable



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2. Subcontracting Opportunity Scope of Work:

Financial Services for Non-profit Organization

3. Required Qualifications:

Certified Public Accountant

☐ - Not Applicable

4. Bonding/Insurance Requirements:

Contractor to carry professional liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

3536 Holly Road
Corpus Christi TX 78415

☐ - Not Applicable

* * * Communication Result Report (Apr. 5. 2016 3:30PM) * * *

1) WOMENS AND MENS HEALTH SERVICES
2)

Date/Time: Apr. 5. 2016 3:27PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
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E. 4) No facsimile connection



3536 Holly Road
Corpus Christi TX 78416
Phone: 361-855-9107
Fax: 361-855-6822
EIN: 74-460204

TO: Women's Business Council - Southwest

FAX NUMBER: (817)299-0949

Date: 4/5/2016

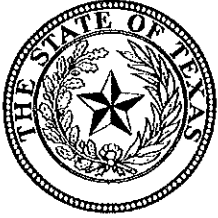
NUMBER OF PAGES INCLUDING COVER SHEET: 12

COMMENTS:

HUB Subcontracting Opportunity Notifications to follow.
Part-time Medical Services/Director, Part-time Medical
Services/Registered Pharmacist, Vasectomy Services,
Anesthesiologist, Surgery Facility Laparoscopic Tubal
Sterilizations, Surgery Services Laparoscopic Tubal
Sterilizations, Laboratory Services, Radiology Services,
Pathology Services, Physician Cervical Diagnosis &
Treatment and Financial Services.

FROM: Janice Haas, Finance Director (jhaas@wamhs.org)

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State of Texas
Health & Human Services Commission
Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

N/A

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Amanda Stukenberg
Signature

CEO
Title

Amanda Stukenberg
Printed Name

4/27/16
Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☒ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Women's & Men's Health Services of the Coastal Bend, Inc	Vendor ID No. or Social Security No. 74-1460204	HHSC Contract No. (if applicable)
--	--	-----------------------------------


Signature of Authorize Representative

4/27/16
Date

Printed/Typed Name and Title of Authorized Representative
Amanda Stukenberg, CEO

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - the intention to submit a proposal;
 - the methods or factors used to calculate the prices proposed; or
 - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - HHSC's procurement rules, procedures, and processes;
 - HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.

Amanda Stukenberg
Signature
Amanda Stukenberg
Printed Name
CEO
Title
4/27/16
Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

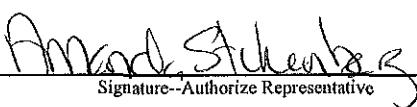
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☒ Yes ☐ No

Name of Contractor/Potential Contractor Women's & Men's Health Services of the Coastal Bend,	Vendor ID No. or Social Security No. 74-1460204	HHSC Contract No. (if applicable)
--	---	-----------------------------------

Name of Authorized Representative (type or print) Amanda Stukenberg	Title CEO
---	---------------------


Signature--Authorize Representative

4/27/16
Date

TEXAS HEALTH AND HUMAN SERVICES COMMISSION**ANTI-TRUST CERTIFICATION****STATE OF TEXAS****COUNTY OF TRAVIS**

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Amanda Stukenberg
Authorized signature

Women's & Men's Health Services of the Coastal Bend, Inc.
Name of Contractor/Vendor

4/27/16
Date

Amanda Stukenberg
Printed Name of Individual

CEO
Title of Individual

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ANTI-TRUST CERTIFICATION FORM**

INSTRUCTIONS

PURPOSE:

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

PROCEDURES:

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.	
1. Organization's Legal Name: <u>Women's & Men's Health Services of the Coastal Bend, Inc.</u>	
2. Doing Business As: <u>same</u>	
3. Physical Address: <u>3536 Holly Road, Corpus Christi, Texas 78415</u>	
4. Mailing Address: <u>3536 Holly Road, Corpus Christi, Texas 78415</u>	
5. Taxpayer Identification Number: <u>74-1460204</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: <u>Texas</u>	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
Part 2: Respondent Contact Information.	
1. Person Who Will Sign the Contract: Name: <u>Amanda Stukenberg</u> Title: <u>CEO</u> Mailing Address: <u>3536 Holly Road</u> <u>Corpus Christi, Texas 78415</u> Telephone: <u>361 855-9107</u> Fax: <u>361 855-6822</u> E-mail: <u>astukenberg@wamhs.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Amanda Stukenberg</u> Title: <u>CEO</u> Mailing Address: <u>3536 Holly Road</u> <u>Corpus Christi, Texas 78415</u> Telephone: <u>361 855-9107</u> Fax: <u>361 855-6822</u> E-mail: <u>astukenberg@wamhs.org</u>
Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.	
1. Organization's Legal Name: <u>Shawn Marie Strain, M.D.</u>	
2. Doing Business As: <u>Shawn Marie Strain, M.D.</u>	
3. Physical Address: <u>301 Bermuda Place Corpus Christi TX 78411</u>	

Effective August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094
Respondent's Name: Women's and Men's Health Services
of the Coastal Bend, Inc.

4. Mailing Address: 301 Bermuda Place Corpus Christi TX 78411	
5. Taxpayer Identification Number: Sole Proprietorship	
6. Legal Status (check one):	<input checked="" type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity
7. Business Structure (check one):	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify):
8. State of Incorporation, If Applicable: N/A	
9. Name of Parent Entity, If Applicable: N/A	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
Have you attached additional pages for Part 3? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.	
1. Name of former state employee: N/A	
2. Job title at termination of state employment:	
3. Date of termination of state employment:	
4. Annual rate of compensation at termination:	
5. Description of job responsibilities while state employee:	
6. If the former state employee worked on matters relating to the RFP, describe those matters:	
Have you attached additional pages for Part 4? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A
2. PIA Exception*: _____
3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.	
1. Organization's Legal Name: <u>Women's & Men's Health Services of the Coastal Bend, Inc.</u>	
2. Doing Business As: <u>same</u>	
3. Physical Address: <u>3536 Holly Road, Corpus Christi, Texas 78415</u>	
4. Mailing Address: <u>3536 Holly Road, Corpus Christi, Texas 78415</u>	
5. Taxpayer Identification Number: <u>74-1460204</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____	
8. State of Incorporation, If Applicable: <u>Texas</u>	
9. Name of Parent Entity, If Applicable: _____	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
Part 2: Respondent Contact Information.	
1. Person Who Will Sign the Contract: Name: <u>Amanda Stukenberg</u> Title: <u>CEO</u> Mailing Address: <u>3536 Holly Road</u> <u>Corpus Christi, Texas 78415</u> Telephone: <u>361 855-9107</u> Fax: <u>361 855-6822</u> E-mail: <u>astukenberg@wamhs.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Amanda Stukenberg</u> Title: <u>CEO</u> Mailing Address: <u>3536 Holly Road</u> <u>Corpus Christi, Texas 78415</u> Telephone: <u>361 855-9107</u> Fax: <u>361 855-6822</u> E-mail: <u>astukenberg@wamhs.org</u>
Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.	
1. Organization's Legal Name: <u>Lana Baxter Carr, M.D.</u>	
2. Doing Business As: <u>Lana Baxter Carr, M.D.</u>	
3. Physical Address: <u>5083 Siesta Loop Robstown TX 78380</u>	

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094
Respondent's Name: Women's and Men's Health Services
of the Coastal Bend, Inc.

4. Mailing Address: 5083 Siesta Loop Robstown TX 78380

5. Taxpayer Identification Number: Sole Proprietorship

6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity

7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☒ Sole Proprietorship
☐ Other (specify): _____

8. State of Incorporation, If Applicable: N/A

9. Name of Parent Entity, If Applicable: N/A

10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☒ Yes ☐ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: N/A

2. Job title at termination of state employment: _____

3. Date of termination of state employment: _____

4. Annual rate of compensation at termination: _____

5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters: _____

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A
2. PIA Exception*: _____
3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: Women's & Men's Health Services of the Coastal Bend, Inc.
2. Doing Business As: same
3. Physical Address: 3536 Holly Road, Corpus Christi, Texas 78415
4. Mailing Address: 3536 Holly Road, Corpus Christi, Texas 78415
5. Taxpayer Identification Number: 74-1460204
6. Legal Status (check one):
☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one):
☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|---|--|
| 1. Person Who Will Sign the Contract:
Name: <u>Amanda Stukenberg</u>
Title: <u>CEO</u>
Mailing Address: <u>3536 Holly Road</u>
<u>Corpus Christi, Texas 78415</u>
Telephone: <u>361 855-9107</u>
Fax: <u>361 855-6822</u>
E-mail: <u>astukenberg@wamhs.org</u> | 2. Primary Contact for Proposal Questions:
Name: <u>Amanda Stukenberg</u>
Title: <u>CEO</u>
Mailing Address: <u>3536 Holly Road</u>
<u>Corpus Christi, Texas 78415</u>
Telephone: <u>361 855-9107</u>
Fax: <u>361 855-6822</u>
E-mail: <u>astukenberg@wamhs.org</u> |
|---|--|

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: Mary B. Hill
2. Doing Business As: Mary B. Hill
3. Physical Address: 4826 Lake Granberry Corpus Christi TX 78413

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094
Respondent's Name: Women's and Men's Health Services
of the Coastal Bend, Inc.

4. Mailing Address: 4826 Lake Granberry Corpus Christi TX 78413

5. Taxpayer Identification Number: Sole Proprietorshp

6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity

7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☒ Sole Proprietorship
☐ Other (specify): _____

8. State of Incorporation, If Applicable: N/A

9. Name of Parent Entity, If Applicable: N/A

10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☒ Yes ☐ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: N/A
2. Job title at termination of state employment: _____
3. Date of termination of state employment: _____
4. Annual rate of compensation at termination: _____
5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A
2. PIA Exception*: _____
3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: Women's & Men's Health Services of the Coastal Bend, Inc.
2. Doing Business As: same
3. Physical Address: 3536 Holly Road, Corpus Christi, Texas 78415
4. Mailing Address: 3536 Holly Road, Corpus Christi, Texas 78415
5. Taxpayer Identification Number: 74-1460204
6. Legal Status (check one):
☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one):
☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|---|--|
| <p>1. Person Who Will Sign the Contract:</p> <p>Name: <u>Amanda Stukenberg</u></p> <p>Title: <u>CEO</u></p> <p>Mailing Address: <u>3536 Holly Road</u>
<u>Corpus Christi, Texas 78415</u></p> <p>Telephone: <u>361 855-9107</u></p> <p>Fax: <u>361 855-6822</u></p> <p>E-mail: <u>astukenberg@wamhs.org</u></p> | <p>2. Primary Contact for Proposal Questions:</p> <p>Name: <u>Amanda Stukenberg</u></p> <p>Title: <u>CEO</u></p> <p>Mailing Address: <u>3536 Holly Road</u>
<u>Corpus Christi, Texas 78415</u></p> <p>Telephone: <u>361 855-9107</u></p> <p>Fax: <u>361 855-6822</u></p> <p>E-mail: <u>astukenberg@wamhs.org</u></p> |
|---|--|

Part 3: Subcontractor Information. *Provide the following information for each proposed subcontractor. Attach additional pages if necessary.*

1. Organization's Legal Name: Bonnes & Pullin, P.C.
2. Doing Business As: Bonnes & Pullin, P.C.
3. Physical Address: 711 N. Carancahua, Suite 1836 Corpus Christi TX 78401

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094
Respondent's Name: Women's and Men's Health Services
of the Coastal Bend, Inc.

4. Mailing Address: 711 N. Carancahua, Suite 1836 Corpus Christi TX 78401

5. Taxpayer Identification Number: 74-2518603

6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity

7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____

8. State of Incorporation, If Applicable: Texas

9. Name of Parent Entity, If Applicable: N/A

10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: N/A

2. Job title at termination of state employment: _____

3. Date of termination of state employment: _____

4. Annual rate of compensation at termination: _____

5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters: _____

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A
2. PIA Exception*: _____
3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name

Legal Name: Womens & Mens Health Services of Coastal

Address: 3536 Holly Road

City: Corpus Christi State: TX ZIP: 78415

Main Telephone #: 361 855-9107

Website: www.wamhs.org

2. Number of Employees, at all locations, in Applicant Bidder's Workforce

"Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.

Total Employees: 31

Number of Subcontractors

(if Applicant/Bidder will not use subcontractors, enter "0")

Total Subcontractors: 4

4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder
(Privacy and Security Official may be the same person.)

A. Security Official:

Name: Pam Post

Address: 3536 Holly Road

City: Corpus Christi State: TX ZIP: 78415

Telephone #: 361 855-9107

Email Address: ppost@wamhs.org

B. Privacy Official:

Name: Amanda Stukenberg

Address: 3536 Holly Road

City: Corpus Christi State: TX ZIP: 78415

Telephone #: 361 855-9107

Email Address: astukenberg@wamhs.org

HHS Agency Information Provide the following information if known.

Contract Mgr: Email Address: Agency:

Telephone #: Requesting Dept: PO/Contract #:

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 34
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	31
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	3
c. Cloud Services. Number of Cloud Services in use.	0
d. Data Centers. Number of Data Centers in use.	0
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
8. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input checked="" type="radio"/> Yes <input type="radio"/> No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

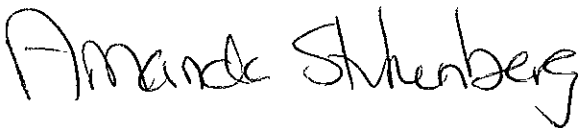
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</p>	
<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p><input type="checkbox"/> No Electronic Systems</p>
<p>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p>* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</p>	

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
Section D: Signature and Submission	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: Apr 27, 2016
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.) Attach it to an email to InfoSecurity@hhsc.state.tx.us. <div data-bbox="345 1856 534 1915" style="border: 1px solid black; padding: 2px; display: inline-block;"> Submit by email </div>	



SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 1
for
SOLICITATION: # 529-16-0094

Date: 3/31/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi

Phone: 512-406-2410

Fax: 512-406-2688

Date Due: 04/21/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.

Microsoft PowerPoint
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: Amanda Stukenberg Date 4/27/16Printed or Typed Name of Authorized Signature: Amanda StukenbergBusiness Entity Name: Women's and Men's Health Services
of the Coastal Bend, Inc.



SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 2
for
SOLICITATION: # 529-16-0094

Date: 4/15/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi
Phone: 512-406-2410
Fax: 512-406-2688

Date Due: 04/27/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.

2016 4 15 HTW RFP
Amendment -- 4-15-1

HTW Sign In Sheet.PDF

Microsoft Excel
Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: Amanda Stukenberg Date: 4-27-16
Printed or Typed Name of Authorized Signature: Amanda Stukenberg
Business Entity Name: Women's and Men's Health Services
of the Coastal Bend, Inc.



SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 3
for
SOLICITATION: # 529-16-0094

Date: 4/20/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi

Phone: 512-406-2410

Fax: 512-406-2688

Date Due: 05/2/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.

HTW RFP
Amendment #3

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:

Amanda Stukenberg

Date:

4-27-16

Printed or Typed Name of Authorized Signature:

Amanda Stukenberg

Business Entity Name:

Women's and Men's HealthServices of the Coastal Bend, Inc.

FORM E: HEALTHY TEXAS WOMEN PROGRAM CONTACT PERSON INFORMATION

Legal Business Name of Respondent: Women's and Men's Health Services of the Coastal Bend, Inc.

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.
4. If any of the following information changes during the term of the contract, please send written notification to the program.

Contacts			
<i>Billing Contact</i>		<i>Executive Director</i>	
Last Name:	Haas	Last Name:	Stukenberg
First Name:	Janice	First Name:	Amanda
Salutation:	Ms.	Salutation:	Ms.
Title:	CFO	Title:	CEO
Email:	jhaas@wamhs.org	Email:	astukenberg@wamhs.org
Phone:	361 855-9107	Phone:	361 855-9107
<i>Financial Director</i>		<i>Medical Director</i>	
Last Name:	Haas	Last Name:	Strain
First Name:	Janice	First Name:	Shawn
Salutation:	Ms.	Salutation:	Dr.
Title:	CFO	Title:	Medical Director
Email:	jhaas@wamhs.org	Email:	astukenberg@wamhs.org
Phone:	361 855-9107	Phone:	361 855-9107
<i>Primary Program Contact</i>		<i>Quality Assurance Contact</i>	
Last Name:	Stukenberg	Last Name:	Stukenberg
First Name:	Amanda	First Name:	Amanda
Salutation:	Ms.	Salutation:	Ms.
Title:	CEO	Title:	CEO
Email:	astukenberg@wamhs.org	Email:	astukenberg@wamhs.org
Phone:	361 855-9107	Phone:	361 855-9107

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 - 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414*

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____